



EAST PIERCE FIRE & RESCUE BOARD OF COMMISSIONERS
Regular Meeting Agenda
August 20, 2024
7:00 p.m.

Meetings are conducted in-person with the option of attending virtually.
Meeting Location: 18421 Veterans Memorial Dr. E, Bonney Lake 98391

Please click the link below to join the webinar:
<https://us06web.zoom.us/j/81264741327>

Viewers may ask questions at the appropriate time via the chat option available within the application. Statements and or questions may also be emailed to cbyerley@eastpiercefir.org.

1. CALL TO ORDER – 7:00 PM

2. ROLL CALL/PLEDGE OF ALLEGIANCE/WELCOME

- a) Roll Call/ Pledge of Allegiance
- b) Welcome the Public
- c) Honors and Recognition
 - i) None

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

- a) Approve Minutes of the July 16th Regular Meeting Pages 3-5
- b) Treasurer’s Report..... Pages 6-7
- c) Approve Finances..... Pages 8-14
- d) Financial Waiver
 - i) Transport Account 132855695 in the amount of \$145.80 Page 15
- e) Resolution 1057 – Quarterly EMS Write-Offs..... Page 16

5. PRESENTATIONS

- a) None

6. VISITORS Open to Public Comments

Any individual may request that the Board recognize them to give their comments on items not on the agenda. Please identify yourself and state your address for the record before commenting. Comments/Questions should be submitted via chat feature on webinar or emailed to the District Secretary at cbyerley@eastpiercefir.org. Please submit copies of any reports, statements, etc. to the District Secretary for the Board via email or mail. The Board may not have the information at hand to address a subject or take action at this time.

7. BOND-2018:

- a) Update - Herrera Pages 17-23

8. CHIEF’S REPORT

- a) Monthly Chiefs Report..... Pages 24-25
- b) Deputy Chiefs Report..... Pages 26-27
- c) Monthly Injury Report..... Page 28

9. COMMISSIONER CONFERENCE/COMMITTEE REPORTS:

- a) Planning Committee – Notes from 7/19 meeting Page 29
- b) Finance Committee – None
- c) HR Committee – Notes from 8/5 meeting..... Page 30

10. RESOLUTIONS:

- a) Resolution 1058 – Transfer of Funds from Reserve to General– Hollon..... Pages 31-33
- b) Resolution 1059 – Surplus House on Station 112 Property – Parkinson Pages 34-35
- c) Resolution 1060 – EMS Surplus – Moore..... Pages 36-38
- d) Resolution 1061 – Transfer of Funds from General to Capital– Hollon Pages 39-40

11. NEW BUSINESS (*Board Chair will allow for public comments via chat or email*)

- a) Project Manager Contract – Parkinson..... Pages 41-43
- b) Mechanic – Parkinson Page 44
- c) Heart Monitor Presentation – Moore..... Page 45
- d) Station 112 House Trade Agreement – Parkinson..... Pages 46-65

12. UNFINISHED BUSINESS (*Board Chair will allow for public comments via chat or email*)

- a) None

13. COMMISSIONER TRAINING/EVENT REQUESTS:

- a) WFCA Annual Conference (Spokane 10/23-10/26) – Byerley None
- b) Snure Seminar (October 23rd 6:30-9:30pm) – Byerley..... None

14. EXECUTIVE SESSION: Per RCW 42.30.110(1)(g) to review the performance of a public employee.

15. COMMISSIONER ACTION/DISCUSSION:

- a) None

16. ADJOURN

2024 EVENTS:

- August 22nd PC Commissioner Meeting (SS911 and Zoom)
- September 26th PC Commissioner Meeting (TBD and Zoom)
- September 28th EPFR Annual Open House
- October 24th NO PC MEETING – STATE CONFERENCE
- November 21st PC Commissioner Meeting (3rd Thursday due to 4th Thursday being Thanksgiving)
- December 5th NO PC MEETING – ANNUAL AWARDS BANQUET

**A REGULAR MEETING OF THE
BOARD OF FIRE COMMISSIONERS OF
EAST PIERCE FIRE & RESCUE**

July 16, 2024

A regular meeting of the Board of Fire Commissioners of East Pierce Fire & Rescue was held on July 16, 2024, in-person at Headquarters (18421 Veterans Memorial Dr E, Bonney Lake) and via conference/video call through Zoom. Notice and link to join meeting was posted for public access. Board Chair Jon Napier called the meeting to order at 7:00 p.m. Present by roll call were Commissioners Ed Egan, Kevin Garling, Pat McElligott, Randy Kroum, Cynthia Wernet, and Justin Evans. Chief Jon Parkinson, Deputy Chief Kevin Stabenfeldt, Deputy Chief Matt Gilbert, and District Secretary Corina Byerley were also present.

Commissioners Excused: None
Commissioners Unexcused: None

AUDIENCE: Assistant Chief Will Poe, Project Manager Phil Herrera, Mike McGinnis, Gilbert Family (x3).

HONORS AND RECOGNITIONS: None

OATH OF OFFICE:

Chief Parkinson gave Deputy Chief Gilbert his Oath of Office.

APPROVAL OF AGENDA:

Commissioner Kroum moved to approve the agenda. The motion was seconded by Commissioner Egan and carried.

CONSENT AGENDA:

Commissioner Egan moved to approve the consent agenda (minutes from the June 18th Regular meeting; treasurer's report; current expense vouchers 240704001-240704068 in the amount of \$916,729.57; payroll vouchers 240705001-240705015 in the amount of \$937,669.95; electronic payroll in the amount of \$2,731,539.47; Capital expense vouchers 240703001 - 240703011 in the amount of \$1,601,074.79; and special voucher 240702001 in the amount of \$427,373.95). Motion seconded by Commissioner Garling and carried.

GUEST SPEAKER PRESENTATION: None

VISITOR COMMENTS: None

BOND-2018:

Project Manager: Project Manager Phil Herrera gave an update on the Capital Facilities Plan included in packet.

Station 111: Admin paint continues. There is a lot of different surfaces to paint. Acoustic ceilings and sound insulation install underway. Electrical and mechanical finishes underway. Siding is complete. Finish grade sitework continues, curbs and sidewalks are underway. Plaza concrete wall forms are getting close to complete, Concrete placement over the next two weeks. Trim and millwork starting in admin this month.

Station 112: CUP is finally being scheduled for the public hearing. Building permit reviews have been addressed and are awaiting approval. The site drawings have been reviewed; final revisions are underway. Final adjustments and review of bid documents are underway. Package is targeted to be out for bid by the end of July.

Station 114: Sheetrock continues. PSE is working on rerouting the gas main for the utilities conflict in the right-of-way. The water main reroute will proceed upon gas line completion. Exterior CMU removal is finally scheduled to begin the week of July 22nd.

Station 117: Rough framing is complete for 90% of the building. Roof covering is underway. The contractor is shooting to have the building 80% dried in by the end of the month. This general contractor is doing quality work and moving at a good pace. They are a little ahead of schedule at this time.

Station 118: Final occupancy permit items are complete, Final is partially complete, working with the city to resolve minor documentation inconsistencies. Fuel tank permit in process. We are working with the contractor to replace landscape plants.

CHIEF'S REPORT:

Monthly Chiefs Report: Reviewed the Chief's monthly report with the Board. Included in agenda packet. Chief Parkinson's report included: Overview of 4th of July stats; Medic 1119 was placed in service on July 1st, the impact of the unit has been felt and is good so far; the organizational chart has been updated; sale of Windmill property is complete; the July 1st promotions of DC Gilbert and AC Westland; Annual updates with each city council continue; and results from the Employee Survey included many remarks from personnel regarding concerns with heart monitors, AC Moore will provide more information in the next couple months.

Monthly Deputy Chiefs Report: Deputy Chief Stabenfeldt gave a brief overview of each division's accomplishments for the month. DC Stabenfeldt's report included: Operations-status of four current recruit groups, Promotions included Lt. Malland and Lt. Dedge; Special teams (Tech Rescue) appointments included FF/PM Plancich and FF Nguyen; Logistics-L113 repair/maintenance complete, Station 122 repairs/maintenance complete, and the division welcomed AC Westland; EMS-implementation of EMS check sheets, scenes of violence training with DEM, 2nd quarter Paramedic Airway course complete, and Peer support training and resource list; Fire Prevention/Public Education-70 Fire and Life Safety inspections, implementation of First Due Size Up (FDSU), DC Stabenfeldt extended a big thank you to PIO Dina Sutherland for her support of several significant incidents providing social media updates and making contact with the media.

Monthly Injury Report: Update provided in agenda packet.

COMMISSIONER CONFERENCE/COMMITTEE REPORTS: None

RESOLUTIONS:

Resolution 1055 – Transfer of Funds (Project Manager): Chief Parkinson presented to the Board Resolution 1055 requesting the transfer of funds in the amount of \$75,962 from the Capital Fund to the General fund to cover the wages and expenditures of the project manager. Commissioner Kroum moved to approve Resolution 1055 to transfer funds from the Capital Fund to the General Fund in the amount of \$75,962. The motion was seconded by Commissioner McElligott and carried.

Resolution 1056 – Surplus Vehicles and Misc. Equipment: Assistant Chief Poe presented to the Board Resolution 1056 requesting the surplus of five vehicles (asset numbers 105, 106, 409, 423, and 425) miscellaneous logistics equipment as listed in Exhibit A. Commissioner Garling moved to approve Resolution 1056, the surplus of vehicles and miscellaneous equipment and to dispose of, donate, sell, or recycle at the discretion of the Fire Chief. The motion was seconded by Commissioner McElligott and carried.

NEW BUSINESS:

PC Fire Protection Services Interlocal: Chief Parkinson presented to the Board a contract for fire protection services provided to Pierce County owned buildings, equipment, and property within the district. This contract is reviewed and renewed annually based on adjustments to fees. Fees are based on number of calls to such property. Commissioner McElligott moved to adopt the interlocal agreement between East Pierce Fire & Rescue and Pierce County for fire protection services for County-owned buildings, equipment, and property within East Pierce's district. The motion was seconded by Commissioner Garling and carried.

UNFINISHED BUSINESS: None

COMMISSIONER TRAINING/EVENT REQUESTS:

WFCA Annual Conference: District Secretary Byerley provided information regarding the WFCA Annual Conference to be held in Spokane October 23-26.

EXECUTIVE SESSION: None

COMMISSIONER ACTION/DISCUSSION: None

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:24 p.m.

District Secretary Corina Byerley

Chairman Jon Napier/Vice-Chair Ed Egan



EAST PIERCE FIRE & RESCUE

July 2024

for August 20, 2024 Meeting

	Current Month	Year to Date	Budget Resolution 1034	Remaining Amount	Remaining Percent
				5 Months Remaining =	41.67%

General Fund (Current Expense)

Net Cash & Investments 12/31/2023 \$ 12,658,683 Budgeted

Operating Revenues					
	Current Month	Year to Date	Budget Resolution 1034	Remaining Amount	Remaining Percent
Property Tax - Current	137,019	21,492,085	40,405,095	18,913,010	46.8%
Property Tax - Prior Year/Delinquent	18,925	329,627	-	(329,627)	0.0%
Other Taxes	23	21,008	18,500	(2,508)	-13.6%
Regular EMS Transport	287,662	1,867,444	2,900,000	1,032,556	35.6%
GEMT Transport	268,084	1,792,159	2,112,000	319,841	15.1%
GEMT Reconciliation	-	-	400,000	400,000	100.0%
Intergovernmental	5,222	151,280	201,375	50,095	24.9%
Tehaleh Mitigation	-	86,800	100,000	13,200	13.2%
Transfers in from Reserves/Capital	75,962	175,352	7,700,565	7,525,213	97.7%
Other Revenue	240,533	1,294,963	2,001,453	706,490	35.3%
Total Operating Revenues	1,033,430	27,210,717	55,838,988	28,628,271	51.3%

Reserved: Advance Travel & Petty Cash (Imprest Accounts) \$15,100 Not Included

	Current Month	Year to Date	Budget Resolution 1034	Remaining Amount	Remaining Percent
Operating Expenses					
Administration <i>(Comm, Fire Chief, Deputy Chief, Finance, HR)</i>	427,289	1,842,848	3,260,984	1,418,136	43.5%
Operations <i>(Fire, Training, Volunteers)</i>	3,063,622	19,290,814	33,360,160	14,069,346	42.2%
EMS	220,271	1,685,456	3,286,873	1,601,417	48.7%
Prevention <i>(Fire Prevention, Pub Ed)</i>	111,094	709,253	1,401,954	692,701	49.4%
Logistics <i>(Logistics, Emerg. Mgmt, IT)</i>	457,486	3,106,055	5,055,431	1,949,376	38.6%
Capital <i>(Project Manager)</i>	25,783	201,134	201,677	543	0.3%
Reserve Purchases <i>(Equipmt., EMS, Facility)</i>	195,623	1,289,955	7,498,888	6,208,933	82.8%
Transfers Out	-	2,071,581	1,773,021	(298,560)	-16.8%
Total Operating Expenses	4,501,168	30,197,096	55,838,988	25,641,892	45.9%
Payroll Clearing Accruals	69,692	45,978			
Operating Expenses Net of Accruals	4,570,860	30,243,074	55,838,988		
Ending Net Cash & Investments			\$ 9,626,326		

Reserve Fund

Net Cash & Investments 12/31/2023 \$ 33,032,937 Budgeted

	Other Revenues	Transfer In	Transfer Out	Balance as of 07/31/24	(Short)/Over
Reserve Balances					
General Reserve				4,522,799	71,814
Equipment Reserve				14,141,671	N/A
Facilities Reserve				1,207,412	407,412
Employee Compensation Reserve				959,151	159,151
Capital Facilities Phase 2				15,198,005	Balance
Sale of Tax Title Property					
Investment Interest	164,720				
Current Month Total	164,720	-	-		
Year to Date Total	\$ 1,073,460	\$ 2,071,581	\$ -	\$ 36,029,039	



EAST PIERCE FIRE & RESCUE

July 2024

for August 20, 2024 Meeting

Capital (Construction) Fund UTGO Bonds 2022	Current Month	Year to Date	Budget Resolution 1034	Remaining Amount	Remaining Percent
Net Cash & Investments 12/31/2023			\$ 42,618,324	Budgeted	
Revenues					
Investment Interest	142,189	1,134,534	2,100,000	965,466	0.0%
Total Revenues	142,189	1,134,534	2,100,000	965,466	
Expenses					
Capital Purchases	-	26,959	-	-	0.0%
Capital Purchases-Station 111	1,410,384	5,860,946	-	-	0.0%
Capital Purchases-Station 112	26,268	355,161	-	-	0.0%
Capital Purchases-Station 114	252,964	3,042,969	-	-	0.0%
Capital Purchases-Station 117	326,241	2,624,578	-	-	0.0%
Capital Purchases-Station 118	12,593	222,104	-	-	0.0%
Capital Purchases-Station 124	-	175,352	-	-	0.0%
Transfer Out - GF - Cap Fac Mgr	75,962	-	201,677	201,677	0.0%
Total Expenses	2,104,411	12,308,069	201,677	-	0.0%
Ending Net Cash and Investments			\$ 44,516,647		
** Note: \$1,000,000 of Ending Net Cash reserved for IRS for arbitrage true-up **					



Finance Department
District Payment Transmittal

District Name: East Pierce Fire & Rescue #22

PAYMENT LISTING

Trans Date	District Ref #	Payee Printed Name	Amount
8/14/24	3390	ART GAMBLIN MOTORS	\$5,688.15
8/14/24	3391	BARNHART MD PS STEPHEN W	\$2,250.00
8/14/24	3388	ADVANCE TRAVEL FUND	\$3,024.65
8/14/24	3389	ALERT-ALL CORP	\$2,012.52
8/14/24	3396	CINTAS CORPORATION # 461	\$12,165.91
8/14/24	3398	DAVIS DOOR SERVICE, INC	\$3,777.01
8/14/24	3400	DIVE RESCUE INTERNATIONAL INC	\$400.00
8/14/24	3392	CARDINAL HEALTH 112, LLC	\$4,044.72
8/14/24	3393	CENTRAL PIERCE FIRE & RESCUE	\$1,661.38
8/14/24	3394	CENTURYLINK	\$171.69
8/14/24	3395	CHECK THE DOSE	\$2,246.94
8/14/24	3401	DOBBS PETERBILT	\$838.01
8/14/24	3402	EIDE BAILLY LLP	\$70.00
8/14/24	3410	GILBERT MATT	\$845.00
8/14/24	3414	KING COUNTY FINANCE	\$4,440.26
8/14/24	3397	CITY OF PUYALLUP	\$27,435.00
8/14/24	3399	DEPT OF NATURAL RESOURCES	\$5,976.98
8/14/24	3403	EMS SURVEY TEAM	\$1,705.20
8/14/24	3404	EMS TECHNOLOGY SOLUTIONS LLC	\$1,026.95
8/14/24	3406	FREDS TOWING	\$1,089.00
8/14/24	3409	GALLS, LLC	\$2,035.23
8/14/24	3411	HAAS INC.	\$679.86
8/14/24	3413	JAMES OIL CO. INC.	\$18,783.17
8/14/24	3415	KNOX COMPANY	\$5,703.86
8/14/24	3418	LES SCHWAB TIRE CENTERS	\$2,015.33
8/14/24	3405	EPFR PETTY CASH CHECKING	\$660.00
8/14/24	3407	FREEMAN JASON	\$101.55
8/14/24	3408	FUGATE FORD	\$727.39
8/14/24	3412	HUGHES FIRE EQUIPMENT, INC.	\$59,713.93
8/14/24	3416	L N CURTIS & SONS	\$19,578.50
8/14/24	3419	LIFE ASSIST	\$26,275.51
8/14/24	3420	LINDE GAS & EQUIPMENT INC	\$2,023.80
8/14/24	3422	MIKES SHOP	\$7,047.20
8/14/24	3423	MINUTEMAN PRESS PUYALLUP	\$464.84
8/14/24	3424	NATIONAL TESTING NETWORK	\$5,355.00
8/14/24	3417	LARSEN SIGN CO	\$1,062.47
8/14/24	3421	LYNCH TANYA	\$1,528.00
8/14/24	3426	ODP BUSINESS SOLUTIONS LLC	\$89.88

8/14/24	3430	PC BUDGET & FINANCE DEPT	\$60.00
8/14/24	3432	PIEPER BEN	\$450.08
8/14/24	3438	SEAWESTERN	\$18,376.30
8/14/24	3439	SHIELD ASSESSMENTS	\$3,080.00
8/14/24	3440	SIRENNET.COM	\$182.91
8/14/24	3441	SITECRAFTING, INC.	\$99.00
8/14/24	3444	SYSTEMS FOR PUBLIC SAFETY, INC.	\$540.99
8/14/24	3425	NORTHWEST SAFETY CLEAN	\$1,067.63
8/14/24	3428	PACIFIC OFC AUTOMATION (OR)	\$1,774.26
8/14/24	3431	PERFORMANCE SYSTEMS INTEGRATION LLC	\$3,665.51
8/14/24	3433	PIERCE COUNTY SEWER	\$86.37
8/14/24	3434	PUGET SOUND ENERGY	\$5,050.53
8/14/24	3436	RICE FERGUS MILLER ARCHITECTURE	\$7,309.82
8/14/24	3437	RUCSHNER KIMBERLEE	\$69.95
8/14/24	3443	SYSTEMS DESIGN WEST LLC	\$27,227.44
8/14/24	3449	WCIF-Life/Dental/EAP	\$22,891.02
8/14/24	3450	ANDY JOHNSON & CO. INC.	\$179,996.56
8/14/24	3427	OREILLY	\$136.10
8/14/24	3429	PACIFIC OFFICE AUTOMATION	\$599.12
8/14/24	3435	QUINN ERIC T	\$400.00
8/14/24	3442	SNIDER PETROLEUM	\$1,732.12
8/14/24	3447	UW VALLEY MEDICAL CENTER	\$7,245.00
8/14/24	3448	VALVOLINE LLC	\$304.20
8/14/24	3452	JODY MILLER CONSTRUCTION	\$460,762.31
8/14/24	3453	JONES & ROBERTS CO.	\$978,757.97
8/14/24	3445	TREASURY MANAGEMENT SVCS - US BANK	\$110.08
8/14/24	3446	US BANK	\$91,790.38
8/14/24	3451	HONEYWELL INTL	\$1,000.14
8/14/24	3457	RICE FERGUS MILLER ARCHITECTURE	\$35,072.24
8/14/24	3454	NEW VENTURES GROUP, INC.	\$2,362.50
8/14/24	3455	OTTO ROSENAU & ASSOCIATES, INC.	\$2,843.50
8/14/24	3456	PUGET SOUND ENERGY	\$1,002.35
8/14/24	3458	WETHERHOLT AND ASSOCIATES INC.	\$475.30
8/15/24	3700	DIMARTINO ASSOCIATES (WSCFF)	\$20,605.47
8/15/24	3701	GET PROGRAM	\$524.00
8/15/24	3703	LEOFF HEALTH & WELFARE TRUST	\$398,613.56
8/15/24	3699	AFLAC	\$462.09
8/15/24	3702	IAFF - FIREPAC	\$793.09
8/15/24	3704	TACOMA-PIERCE CO CHAPLAINCY	\$801.50
8/15/24	3707	WCIF-Met Life / ID Theft	\$69.75
8/15/24	3709	WSCFF-Medical Expense Reimbursement Plan	\$18,823.15

8/15/24	3706	WCIF-Met Life / Accident	\$158.66
8/15/24	3705	WCIF-Life/Dental/EAP	\$1,167.44
8/15/24	3708	WSCFF - FASTPAC	\$607.50
Payment Count: 82			Total Amount: <u>\$2,533,862.78</u>

Payment Count: 82
Payment Total: \$2,533,862.78

CERTIFICATION

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or labor performed as described herein, and that the claim is a just, due and unpaid obligation, and that I am authorized to authenticate and certify to said claim.

_____ Authorized District Official Signature	_____ Date	_____ Authorized District Official Signature	_____ Date
_____ Authorized District Official Signature	_____ Date	_____ Authorized District Official Signature	_____ Date
_____ Authorized District Official Signature	_____ Date	_____ Authorized District Official Signature	_____ Date
_____ Authorized District Official Signature	_____ Date	_____ Authorized District Official Signature	_____ Date

INSTRUCTIONS FOR USE:
Submit signed Transmittal To Pierce County Finance Department
FAX: 253-798-6699 EMAIL: pcacctspayable@piercecountywa.gov

PC Finance Department Use Only
Authorization Recieved on _____
Batch Verified by _____

Payment Count: 1
Payment Total: \$15,165.00

CERTIFICATION

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or labor performed as described herein, and that the claim is a just, due and unpaid obligation, and that I am authorized to authenticate and certify to said claim.

Michelle Helton 7/23/2024
Authorized District Official Signature Date

[Signature] 7/23/24
Authorized District Official Signature Date

Authorized District Official Signature Date

Authorized District Official Signature Date

Authorized District Official Signature Date

Authorized District Official Signature Date

Authorized District Official Signature Date

Authorized District Official Signature Date

INSTRUCTIONS FOR USE:

Submit signed Transmittal To Pierce County Finance Department

FAX:
253-798-6699

EMAIL:
pcacctspayable@piercecountywa.gov

PC Finance Department Use Only

Authorization Recieved on _____

Batch Verified by _____

ACCOUNTS PAYABLE

EAST PIERCE FIRE & RESCUE

Time: 12:25:27 Date: 07/23/2024
Page: 1

As Of: 07/23/2024


Accts Pay #	Received	Date Due	Vendor	Amount	Memo
60034	04/30/2024	07/23/2024	748 BURNS INFLATABLE JET BOATS	15,165.00	RESCUE BOAT BALANCE DUE 50%
				Report Total:	15,165.00

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the District and that I am authorized to authenticate and certify to said claim.

Fire Chief

 Date: 7/23/24

Auditing Officer/Finance Manager

 Date: 7/23/24

July 2024 Post-Meeting	
Payroll Transactions Revised	
trx# 3173 DRS/LEOFF II voided	\$ (326,253.62)
trx# 3177 FIT TAXES voided	\$ (376,356.65)
trx# 2986 Brockwell, Paul voided	\$ (9,187.00)
trx# 3234 DRS/LEOFF II created	\$ 326,848.73
trx# 3235 FIT TAXES created	\$ 376,785.26
trx# 3267 Brockwell, Paul created	\$ 9,187.00
trx# 3234 DRS/LEOFF II voided	\$ (326,848.73)
trx# 3235 FIT TAXES voided	\$ (376,785.26)
trx# 3180 Local 3520 - 1.50% voided	\$ (31,829.65)
trx# 3172 Decision Point - Spectrum voided	\$ (104,189.76)
trx# 3014 Doyle, Justin voided	\$ (15,318.44)
trx# 2972 Ah Quin, Kawaiiani voided	\$ (5,495.79)
trx# 3273 DRS/LEOFF II created	\$ 326,020.29
trx# 3274 FIT TAXES created	\$ 376,268.92
trx# 3275 Local 3520 - 1.50% created	\$ 31,820.22
trx# 3272 Decision Point - Spectrum created	\$ 104,104.26
trx# 3271 Doyle, Justin created	\$ 15,149.39
trx# 3270 Ah Quin, Kawaiiani created	\$ 4,263.82
net payroll change	\$ (1,817.01)
Special AP Warrant	
Voucher # 240706001 Burns Inflatable Jet Boats	\$ 15,165.00
August 2024	
General Fund	
Total AP	\$ 428,963.70
AP Vouchers	
Vouchers # 240802001 - 240802062	\$ 428,963.70
Total Payroll	\$ 3,175,491.65
Payroll Vouchers	
Vouchers # 240804001 - 240804011	\$ 442,626.21
Electronic Payroll	\$ 2,732,865.44
Total Expenditures (AP + Payroll)	\$ 3,604,455.35
Total BIAS Expenditures (111 - 999)	\$ 3,592,131.97
Difference	\$ 12,323.38
sickleave buyback	\$ 12,323.38
Capital Fund 302	
Total AP	
Capital Fund 302 (UTGO 2022 Bonds)	
Total AP	
Vouchers # 240803001 - 240803009	\$ 1,662,272.87



Board Meeting Agenda Item Summary

Meeting Date:	August 20, 2024
Title:	Approve Financial Assistance Program Waiver for Account 132855695

Recommendation from Staff:	Approve
Recommendation from Committee:	Approve
Recommended Action/Motion:	<i>Recommend that the Board approve inclusion of Account 132855695 into the Financial Assistance Program. Approve Waiving Co-Pay / Balance - Employee</i>
Presenter:	Consent Agenda
Attachments:	None

Summary:	
<p>The Board approved implementation of a Financial Assistance Program for ambulance transport fees for patients with limited financial means. Modeled after similar programs used by local hospitals and other fire districts, the EPFR program utilizes a worksheet to take into account the patient's income and family size to reduce, or in some cases, completely waive ambulance transport charges.</p>	
<p>Circumstances surrounding this incident: <u>Resolution 465 Waiver Authorization for District Employees and their immediate family:</u></p>	
Total Amount of Patient's Ambulance bill:	\$ 1,458.00
Amount covered by private / government insurance programs:	\$ (1,312.20)
Patient' remaining balance (obligation) for this ambulance bill:	\$ 145.80
Family size (incl. patient)	Est. Gross Family Income/ Yr
N/A	
EPFR Worksheet: % Reduction in Outstanding Balance.	
<p>Recommendation based upon Financial Assistance Program formula: Recommend Board authorize 100% reduction of patient's outstanding balance due. As always, Systems Design, our billing service, will work out a payment plan with the patient if required.</p>	
<p>3. Policies/ Alternatives Considered: None. See Above</p>	

Fiscal Impact:	<p>Fiscal Impact: There is minimal financial impact on EPFR. The department averages less than a dozen Financial Assistance Program requests per year, or approximately ½ of 1% of the district's transports.</p>
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EAST PIERCE FIRE & RESCUE

RESOLUTION NO. 1057

A RESOLUTION AUTHORIZING SPECIFIC AMBULANCE TRANSPORT ACCOUNTS TO BE WRITTEN OFF IN THEIR ENTIRETY.

WHEREAS, the Board of Commissioners East Pierce Fire & Rescue did authorize a schedule of fees for the provision of ambulance services, including transport to local hospitals, to be charged within this jurisdiction, by Resolution 323 on October 19, 1999; and

WHEREAS, the Board of Commissioners hereby has determined that it is necessary to write off particular Advanced Life Support (ALS) Transport Accounts.

NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of East Pierce Fire & Rescue that the following amounts, listed in table below, be written off in their entirety as recommended by the district's ambulance transport billing agency.

April-2024	\$ 108,391.63	EMS Levy Funds/COVID Waiver
May-2024	\$ 69,325.34	EMS Levy Funds/COVID Waiver
June-2024	\$ 61,885.25	EMS Levy Funds/COVID Waiver
Total	\$ 239,602.22	
April-2024	\$ -	Financial Waiver
May-2024	\$ -	Financial Waiver
June-2024	\$ -	Financial Waiver
Total	\$ -	
TOTAL WRITE-OFFS	\$ 239,602.22	

Adopted at a regular meeting of the Board of Commissioners of East Pierce Fire & Rescue on August 20, 2024, the following commissioners being present and voting:

Chair Jon Napier

Commissioner Pat McElligott

Commissioner Ed Egan

Commissioner Cynthia Wernet

Commissioner Kevin Garling

Commissioner Justin Evans

Commissioner Randy Kroum

Attest: _____
District Secretary



To: **Board of Fire Commissioners**
From: **Phil Herrera, Project Manager**
Subject: **Bond Update – August 2024**

Station 118

- The general contractor is coming through this month taking care of the last punch list items. There are a number of items yet to repair or replace. Plus, a lot of landscape planting replacements.
- Fuel tank permit is being issued.

Station 111

- Admin finishes are underway.
- Acoustic ceilings and sound insulation install underway.
- Finish grade sitework continues, curbs and sidewalks continues.
- Plaza concrete walls are completed. Rock walls and slab work underway.
- Trim and millwork underway.

Station 114

- Finish painting is complete.
- Polished floors have been completed.
- Trim and millwork to begin this month.
- PSE gas line is complete. Water main work is next this month. This will complete the conflicts we have been working through.
- Exterior CMU removal is completed, repair to weather barrier is completed. CMU will begin next week.

Station 117

- Rough framing is complete.
- Roof covering is complete, the building is dried in.
- Electrical, plumbing, and mechanical rough-in is underway.
- The contractor continues to move at a fast pace. Substantial completion is looking like March of 2025.

Station 112

- CUP hearing completed. We should have the report this week.
- Building permit reviews have been addressed and are awaiting approval.
- The site drawings have been reviewed; final revisions are underway.
- We are waiting on the CUP to be issued to go out for bid.

August 2024, Capital Bond Station Photos.

Station 111

Front Plaza



Interior finishes continue

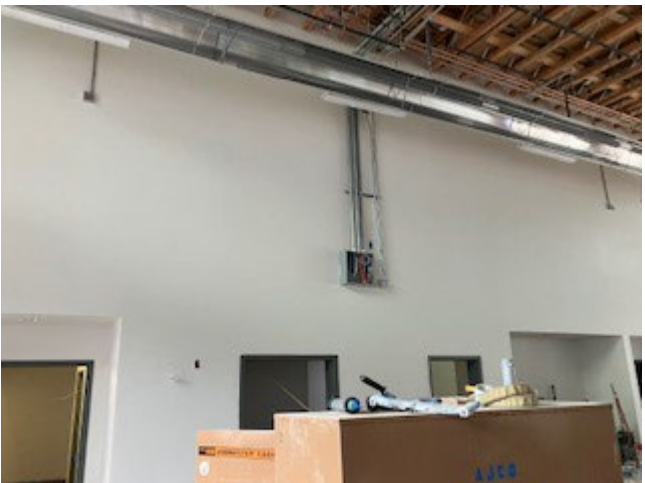


Station 114

The CMU has been removed. Weather barrier is being repaired.



Polished interior floors, Interior paint completed.



Station 117

Rough framing complete. Roof is 100% sealed in.



117 weather barrier application,

this was 114's application. Big difference

Items	*Estimate - July 2018	Actual	Forecasted Exp.
Engines (6) and Ladder (1)	5,900,000	6,405,741	Complete
Station 118	15,717,441	11,616,265	0
Station 111	21,186,196	19,912,144	6,840,136
Station 114	10,856,061	8,309,860	2,875,140
Station 117	10,096,203	3,907,785	8,682,535
Station 112	13,663,312	1,516,380	11,146,933
Station 124	0	1,380,922	0
Station 116	0	990	0
Project Manager/Admin Asst.	0	1,279,082	107,545
Misc	0	159,433	
Total	77,419,213	54,488,602	29,577,655

Bond Total	80,000,000
Interest YTD	3,381,664
Interest Forecasted	2,200,000
Expenditures to Date	(54,488,602)
Forecasted Expenditures	(29,577,655)
**End Fund Balance	1,515,408

**Arbitrage exposure
not included

* Estimate is based on the capital facilities study update which was completed in 2018. The estimate is not the actual budget for each project. The estimate was used to derive the total financial need for the 2018 bond request. All station projects underwent significant changes in the final design and engineering phase. For example, Station 118 and Station 117 were converted to single story stations. Station 111's building square footage was increased by nearly 5,000 sq. feet, and the project complexity was for more significant than estimated. All building designs were approved by the Board of Fire Commissioners Executive Design Committee, and all equipment purchases and construction contracts were/are approved by the Board of Fire Commissioners.



To: **Board of Fire Commissioners**
From: **Jon Parkinson, Fire Chief**
Subject: **Monthly Chief's Report – August 2024**

Fourth of July

The finalized 4th of July stats show:

- 83 total incidents
 - 32 medical
 - 27 vegetation fires
 - 9 residential/commercial fires
 - No working fires
 - 3 water rescues
 - 2 vehicle collisions
- 16 of these incidents were fireworks-related (or presumed to be) and reported to WSP.
 - 14 fire related
 - 2 injuries

Fairfax Bridge

We continue to work through this operational challenge. Chief Gilbert will provide a status update at this month's meeting.

City Council – Annual Updates

All council visits have now been completed. The feedback from our cities was very positive.

June 3rd - Sumner City Council @ 6PM
June 10th – Milton City Council @ 7PM
June 11th – Bonney Lake City Council @ 6PM
July 9th – Edgewood City Council @ 7PM
August 13th – South Prairie Town Council @ 7PM

Committee Reminders

Planning Committee: Friday, August 13th @ 10 AM

Finance Committee: Request to meet with the Finance Committee the week of September 30th – October 4th to review the first draft of the 2025 budget.

Other activities in the past month

- Sumner Rotary
- Bonney Lake Kiwanis
- Sumner Public Safety Committee
- Bonney Lake Public Safety



To: **Board of Fire Commissioners**

From: **Kevin Stabenfeldt, Deputy Fire Chief
Matt Gilbert, Deputy Fire Chief**

Subject: **Monthly Deputy Chief's Report – August 2024**

Operations

- 2023-01 – Off Probation – Working to get signed off as Driver/Operators
- 23-A1 – 2nd Quarter of Probation, working on fire checkoffs
- 23-B2 – 2nd Quarter of Probation, working on fire Checkoffs
- 24-B4 – Graduation 8/15/24, Finish Wildland Red Card training and Post Academy
- Fairfax Bridge Planning, Joint meeting with Response partners (DNR, Forest Service, PCSO, MRNP, PCFM, PCDEM)
- Several c FRI in Dallas. Conference hosted by the IAFC.
- Justin Edwards appointed to Tech Rescue Team

EMS

- EPFR received confirmation of being awarded AFG grant which will provide financial resources to support sending three EMT's to TFD paramedic program. (Award is approx. \$86,000 dollars to cover the cost of registration & backfill)
- Completed 2024 new instructor certification training for initial ESE training.
- Completed 3rd Quarter EMS Field scenario training (CVA, Anaphylactic Reaction, Trauma, OB-GYN emergencies)
- Completed 3rd Quarter Peer Support Team training (Addiction and substance abuse in the fire service).
- EPFR mobile integrated health team Completed Session #2 of Advanced Aging and planning series (Keep it legal – understanding legal documents).

Logistics

- AC Westland and AC Poe have completed their transition as of August 8th.
- 2025 logistics budget (DRAFT) completed.
- Completed install of the HAAS alerting system on additional front-line apparatus.
- PPE fitting complete for fall recruit class.
- Upfitting continues for three new staff vehicles. We are currently waiting for canopies to arrive so we can complete the upfitting process and get the vehicles operational.

Fire Prevention/Public Education/PIO

- Completed
 - (2) Public Education Classes
 - (3) Public Education Events

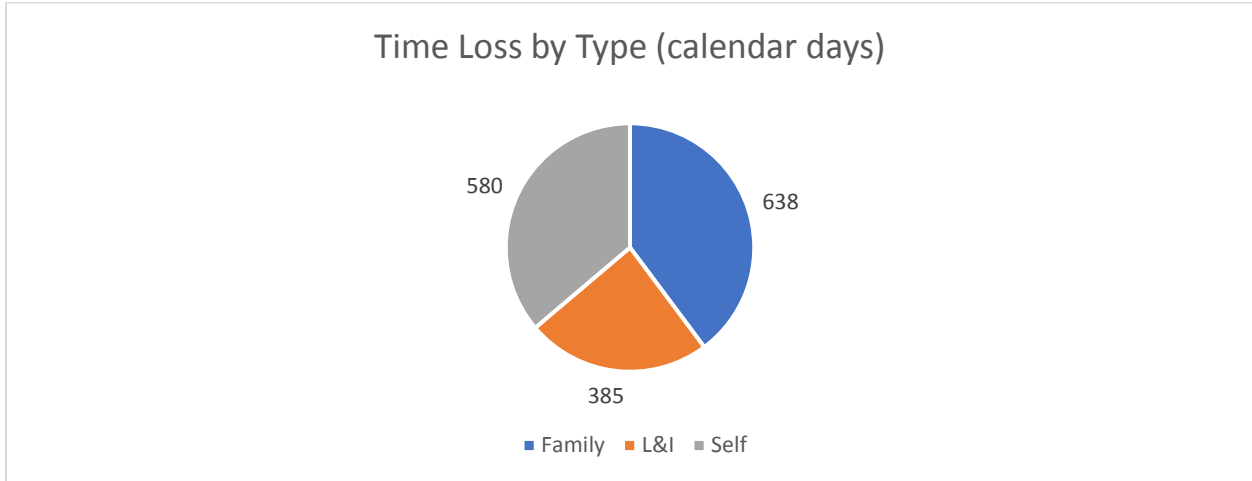
- (6) Smoke Alarm Installs
- (22) Fire and Life Safety Inspections
- (3) Fire Investigations
- Continued collaborations with Pierce County agencies and SS911 to implement FDSU (First Due Size Up) throughout the majority of the county.
- Coordinated several National Night Out events throughout the district.

Other activities in the past month

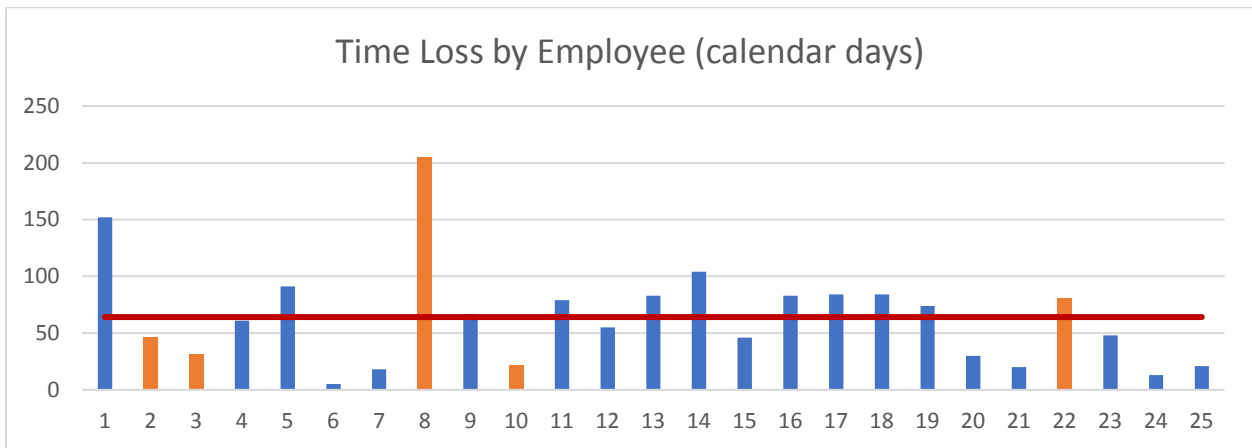
- Strategic Planning Committee Meeting
- HR Committee Meeting
- PC OPS Chiefs Meetings
- Fairfax Bridge Impact Planning Meetings
- National Night Out Events
- IAFC Fire Rescue International Conference

Injury – Medical Leave Report – July 2024

- To date, a total of 25 employees have experienced extended leave (greater than three consecutive shifts); this includes both L&I and Non-L&I leave.
 - The average time loss of these employees is estimated at 64.12 calendar days



- To date, there are 5 L&I claims for time-loss (seen below in orange).





Planning Committee Meeting Notes

July 19, 2024 @ 1000 hrs.

C. Wernet (Chair), R. Kroum, J. Napier

Staff: Chief Parkinson, DC Stabenfeldt, AC Poe, Phil Herrera

1. Station Construction Update

- a. Project Manager Phil Herrera provided the committee with an update on construction of Station 114. Exterior concrete masonry units (CMU blocks) have been removed to reveal the vapor barrier, which has been inspected so that repairs may continue. Delays caused by rework such as this and other contractor coordination problems have been significant. Planning Committee is recommending that our project manager negotiate with the contractor regarding a project completion date and a fair reimbursement for their costs associated with project delays. We will seek a partial payment contingent on successful completion of the project by a new agreed-upon extended date.
- b. The committee discussed the benefits of installing a fuel pump station at the new Station 111. Although there was not enough space for a fueling station at the beginning of the project, it appears now that a facility may be located on site. Planning Committee recommends that we allocate project contingency funding to provide for an engineered design and essential site work for utilities necessary before asphalt is laid. The additional installation of a fuel station may follow only after design, a study of permitting requirements, and an evaluation of project budget are completed.
- c. The committee discussed the design engineer's, RFM's, request for additional payment associated with Station 111 project delays. These fees are in accordance with their contract. We are seeking closure of this issue and final settlement of their fees.

2. Assistant Project Manager

- a. The discussion about hiring an assistant project manager is on hold for a future committee meeting pending study and a proposal prepared by the chief and his staff.

Next Meeting:

- Friday, September 13th @ 1000 (Station 111, Training Room)



HR Committee Agenda

August 5, 2024 @ 1000 hrs.

Commissioners: E. Egan (Chair), R. Kroum, P. McElligott

Staff: Chief Parkinson, DC Stabenfeldt, DC Gilbert, AC Poe, HRM Lynch

1. Call to Order

2. Non-Uniformed Wage Study

HRM Lynch provided a presentation reviewing the non-uniformed wage and benefit analysis. Based on the analysis, recommendations were made regarding wage adjustments and COLA, deferred compensation adjustments, and longevity adjustments. The committee was supportive of the recommendation. The finance committee will be the next to review the recommendations in the draft budget.

3. 2nd Mechanic Hiring

The committee reviewed a request to hire a second mechanic, originally planned for 2025, to be hired as soon as possible. We are seeing turnaround times grow as we outsource repairs, and as our fleet continues to age and go out of warranty, the responsibility for the repairs defaults to EPFR vs. Hughes Fire. The committee was supportive of this request. The Board will review the request at the August meeting.

4. Project Manager Contract

The committee reviewed the current employment agreement with Project Manager Phil Herrera, which expires on 8/31/24. It was recommended that the existing agreement be extended through 12/31/25 and a wage adjustment of 3.8% be made to his salary effective 1/1/2025. The Board will review the request at the August meeting.

5. Employee Survey

The committee was briefed on the common themes seen in the employee survey. The survey will be forwarded to the Board once the staff receives a final draft.

6. Collective Bargaining Agreement

The committee was briefed on the status of negotiations. The Board will be briefed in an executive session in August as needed.

7. Adjourn



Board Meeting Agenda Item Summary

Meeting Date:	August 20, 2024
Title:	Resolution 1058 Transfer of funds from the Reserve to General Fund

Recommendation from Staff:	
Recommendation from Committee:	
Recommended Action/Motion:	<i>I move to approve Resolution 1058 to transfer funds from the Reserve Fund to the General Fund in the amount of \$1,110,229.</i>
Presenter:	Finance Manager M. Hollon
Attachments:	Resolution 1058 and Detail Spreadsheet

Summary:
This transfer is to be transferred to the General Fund to cover the expenditures for Capital Purchases approved by the Board for FY2024.

Fiscal Impact:	
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EAST PIERCE FIRE & RESCUE

RESOLUTION NO. 1058

A RESOLUTION TO TRANSFER FUNDS BETWEEN FUND ACCOUNTS

WHEREAS, the Board wishes to transfer funds in the amount of \$1,110,229 from the Reserve Fund to the General Fund for the expenditures of Capital Purchases accruing in the FY2024 Budget; and

NOW THEREFORE IT IS HEREBY RESOLVED by the Board of Commissioners of East Pierce Fire & Rescue that Pierce County Budget and Finance is directed to transfer these funds August 21, 2024 as follows:

Transfer based on above request to transfer between funds will be:

Reserve Fund (690-022)	Transfer Out	\$1,110,229
General Fund (686-022)	Transfer In	\$1,110,229

PASSED AND APPROVED this 20th day of August 2024, the following commissioners being present and voting:

Chair Jon Napier

Commissioner Pat McElligott

Commissioner Justin Evans

Commissioner Cynthia Wernet

Commissioner Kevin Garling

Commissioner Ed Egan

Commissioner Randy Kroum

ATTEST:

District Secretary

Capital Purchases for 2023

Purchases included in Transfer 12/2023	Budgeted	Transferred	Completion
PPV Fan	\$ 5,150		Carry Over
New Engines (2) 2022	\$ 2,198,144		Carry Over
New Engines (2) 2023	\$ 2,312,704		Carry Over
Station 124 Renovation	\$ 275,000	\$ 109,415	Partial
3 Medic Units (2nd Set)	\$ 1,021,200	\$ 41,668	Partial

Capital Purchases for 2024

Purchases included in Transfer	Budgeted	Transferred	Completion	Expenditures 2024	Total Expenditures for Purchase	Over / Under Budget
3 Medic Units	\$ 1,021,200	900,867	Complete	\$ 900,867	\$ 942,535	\$ 78,665
Station 124 Renovation	\$ 275,000	165,585	Complete	\$ 172,798	\$ 282,213	-\$ 7,213
Zodiac Boat	\$ 40,000	\$ 33,898	Complete	\$ 33,898	\$ 33,898	\$ 6,102
Furnance Station 116	\$ 15,450	\$ 9,879	Complete	\$ 9,879	\$ 9,879	\$ 5,571
Totals	\$ 1,351,650	\$ 1,110,229				

\$ 1,261,312



Board Meeting Agenda Item Summary

Meeting Date:	August 20, 2024
Title:	Resolution 1059 -Station 112 House and Garage Surplus

Recommendation from Staff:	Approve
Recommendation from Committee:	Approve
Recommended Action/Motion:	<i>Move to approve Resolution 1059, the surplus of the real property (house and garage structures only) located at 20606 120th Street East, Bonney Lake, WA. The District will purchase approximately 1504 square feet of real property located at 12116 207th Avenue East, Bonney Lake, WA for \$1 in addition to the surplused real property (house and garage structures only).</i>
Presenter:	Chief Parkinson
Attachments:	Resolution 1059

Summary:
<p>Staff recommends the surplus of the real property, house and garage structures only, located on the property at 20606 120th St E, Bonney Lake, where the new Station 112 will be constructed. The house and garage structures and \$1 will be exchanged for the purchase of a portion of the neighboring property at 12218 207th Ave East, Bonney Lake, staff recommends moving forward with the sale of the house and garage.</p> <p>Legal tax description of property to be acquired:</p> <p>A STRIP OF LAND LYING WITHIN LOT 3 OF THE SHORT PLAT RECORDED UNDER PIERCE COUNTY AUDITOR'S RECORDING NUMBER 8401030143, BEING WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>THE NORTHERLY 8.00 FEET OF THE WESTERLY 188.00 FEET OF SAID LOT 3. CONTAINING AN AREA OF 1504 SQUARE FEET, MORE OR LESS.</p>

Fiscal Impact:	N/A
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EAST PIERCE FIRE & RESCUE

RESOLUTION NO. 1059

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF EAST PIERCE FIRE AND RESCUE DECLARING REAL PROPERTY SURPLUS TO THE NEEDS OF THE DISTRICT AND AUTHORIZING DISPOSAL

WHEREAS, fire protection districts are possessed of the lawful authority to dispose of real and personal property; and

WHEREAS, the Board has enumerated the following item as being surplus to the needs of the District:

The House and garage located at 20606 120th Street East, Bonney Lake, WA 98391 (collectively the “House”).

The House has become obsolete and has no further value to furthering the mission of the District.

NOW THEREFORE BE IT HEREBY RESOLVED AS FOLLOWS:

1. The House is hereby declared surplus to the needs of the District and authorized for disposal, sale, donation, or other disposition.
2. The House may be sold, exchanged or donated without any warranty whatsoever, AS IS, and with all faults. Any monies derived will be deposited into the General Reserve Fund.
3. If a buyer cannot be found, if feasible, the House may be donated to a public agency or local non-profit, unless required by statute to be destroyed, without any warranty whatsoever, AS IS, and with all faults.

PASSED AND APPROVED this 20th day of August 2024 by the Board of Fire Commissioners of East Pierce Fire and Rescue

Chair Jon Napier

Commissioner Pat McElligott

Commissioner Ed Egan

Commissioner Cynthia Wernet

Commissioner Kevin Garling

Commissioner Justin Evans

Commissioner Randy Kroum

Attest: _____
District Secretary



Board Meeting Agenda Item Summary

Meeting Date:	August 20, 2024
Title:	Resolution 1060 - Surplus EMS Equipment

Recommendation from Staff:	Approve
Recommendation from Committee:	N/A
Recommended Action/Motion:	<i>Move to approve Resolution 1060 the surplus of 3 Stryker Power Loads & 3 Power Pro XT Gurney's to be sold at auction, donated, or recycled at the discretion of the Fire Chief.</i>
Presenter:	Assistant Chief Jeff Moore
Attachments:	Appendix A

Summary:
<p>Staff recommends that we surplus three Stryker Power Loads & three Power Pro XT Gurney's on attached Appendix A. The three Power Loads & Power Pro XT Gurney's we are requesting to surplus no longer are of a use to us. All the items utilize older technology or have been replaced with new equipment. These assets are installed on medic unit surpluses from last month. We recommend the equipment listed on (Appendix A) be sold, donated or recycled at the discretion of the Fire Chief.</p>

Fiscal Impact:	Click or tap here to enter text.
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EAST PIERCE FIRE & RESCUE

RESOLUTION NO. 1060

A Resolution to Surplus EMS Equipment

WHEREAS, EMS equipment, as listed in Appendix A, owned by East Pierce Fire & Rescue has been deemed past its useful life due to outdated technology and is no longer of use to the District; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of East Pierce Fire & Rescue that EMS equipment, as listed in Appendix A; is hereby declared surplus to the needs of the District and will be disposed of, donated, sold, or recycled at the discretion of the Fire Chief.

ADOPTED at a regular meeting of the Board of Commissioners of East Pierce Fire & Rescue on August 20, 2024, the following commissioners being present and voting:

Chair Jon Napier

Commissioner Pat McElligott

Commissioner Randy Kroum

Commissioner Kevin Garling

Commissioner Ed Egan

Commissioner Justin Evans

Commissioner Cynthia Wernet

ATTEST:

District Secretary

Resolution 1060 Appendix A

Type	Brand	Model	Serial Number	Disposition	Asset
Gurney	Stryker	Power Pro XT	160140373	obsolete	11752
Gurney	Stryker	Power Po XT	160140374	obsolete	11782
Gurney	Stryker	Power Pro XT	150740282	obsolete	11757
Power Load	Styker	Power Load	160140802	obsolete	none
Power Load	Stryker	Power Load	170140467	obsolete	11693
Power Load	Styker	Power Load	170140467	obsolete	11696



Board Meeting Agenda Item Summary

Meeting Date:	August 20, 2024
Title:	Resolution 1061 Transfer of funds from the General to Capital Fund

Recommendation from Staff:	Approve transfer from General to Capital Fund
Recommendation from Committee:	
Recommended Action/Motion:	<i>I move to approve Resolution 1061 to transfer funds from the General Fund to the Capital Fund in the amount of \$6,536.</i>
Presenter:	Finance Manager M. Hollon
Attachments:	Resolution 1061

Summary:

Charges from PSE for equipment and services for the capital projects were estimated. Actual costs were much lower, PSE issued a refund check in the amount of \$6,536. Funds were originally charged to the Capital Fund and the refund must be applied back to the Capital Fund.

Fiscal Impact:

EAST PIERCE FIRE & RESCUE

RESOLUTION NO. 1061

A RESOLUTION TO TRANSFER FUNDS BETWEEN FUND ACCOUNTS

WHEREAS, the Board wishes to transfer funds in amount of \$6,536 from the General Fund to the Capital Fund due to a capital projects refund from PSE; and

WHEREAS, charges from PSE were an estimate and actual costs were much lower, PSE issued a refund check in the amount of \$6,536. Funds were originally charged to the Capital Fund and the refund must be applied back to the Capital Fund; and

NOW THEREFORE IT IS HEREBY RESOLVED by the Board of Commissioners of East Pierce Fire and Rescue that Pierce County Budget and Finance is directed to transfer these funds August 21, 2024, as follows:

General Fund (686-022)	Transfer Out	\$6,536
Capital Fund (687-022)	Transfer In	\$6,536

PASSED AND APPROVED this 20th day of August 2024, the following commissioners being present and voting:

_____ Chair Jon Napier	_____ Commissioner Pat McElligott
_____ Commissioner Justin Evans	_____ Commissioner Cynthia Wernet
_____ Commissioner Kevin Garling	_____ Commissioner Ed Egan
_____ Commissioner Randy Kroum	

ATTEST:

District Secretary



Meeting Date:	August 20, 2024
Title:	Project Manager Employment Agreement

Recommendation from Staff:	Approve
Recommendation from Committee:	Approve – HR Committee
Recommended Action/Motion:	<i>Move to authorize the Board Chair to sign the employment agreement extension with Phil Herrera for the position of project manager.</i>
Presenter:	Chief Parkinson
Attachments:	Agreement Extension MOU

Summary:
<p>After review by the HR Committee, it is recommended that the existing employment agreement with Phil Herrera be extended through 12/31/25 (currently expires 8/31/24) with a wage adjustment increase of 3.8% effective 1/1/2025.</p>

Fiscal Impact:	Funded via the Capital Fund
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MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
EAST PIERCE FIRE & RESCUE
AND
PROJECT MANAGER PHIL HERRERA

This Memorandum of Understanding sets forth a supplemental employment agreement between EAST PIERCE FIRE & RESCUE, a political subdivision of the State of Washington, and Project Manager Phil Herrera to be approved by action of the Board of Commissioners and by Project Manager Phil Herrera.

Whereas, the Project Manager is under a two-year employment agreement with wages and benefits listed in that agreement, and

Whereas, Board of Commissioners have reviewed and recommends the following be granted to the Project Manager based on competitive wage rates, and

Whereas, additional language has been presented and reviewed by both parties.

NOW THEREFORE IT IS HEREBY AGREED:

A. It is agreed to amend the annual salary for January 2025 through December 2025 from a monthly base salary of \$15,721 to a monthly base salary of \$16,319. Amending Section 3, Item 3.1.1 as follows:

3.1.1 An annual salary of \$169,181 per year for the first year of this agreement, which equates to a monthly base salary of \$14,099 from September 2022 through August 2023.

Annual salary for the second year of this agreement shall be \$188,652 which equates to a monthly base salary of \$15,721 from September 2023 through December 2024.

Annual salary for January 2025 through December 2025 shall be \$195,828 which equates to a monthly base salary of \$16,319 from January 2025 through December 2025.

Salary is payable on the last working day of each month in which such services are performed, consistent with common payroll practices for the District.

B. It is agreed to amend the Term of Agreement to be extended from a 2 year contract to extend through December 31, 2025. This amended agreement shall be effective September 1, 2024 to December 31, 2025. Amending Section 11 as follows:

11.1 This agreement shall be effective September 1, 2022, and shall be in full force and effect until December 31, 2025, unless sooner terminated pursuant to Sections 7 or 8 above. In the event this agreement terminates by expiration of its term, no severance shall be due.

Dated this 20th day of August 2024.

Project Manager

East Pierce Fire & Rescue

Phil Herrera

Board Chair, Jon Napier

DRAFT



Meeting Date:	August 20, 2024
Title:	2 nd Mechanic – Request to hire in 2024.

Recommendation from Staff:	Approve
Recommendation from Committee:	Approve – HR Committee
Recommended Action/Motion:	<i>Move to authorize the fire chief to move forward with hiring a second mechanic in 2024</i>
Presenter:	Chief Parkinson & AC Poe
Attachments:	None

Summary:
<p>The HR Committee reviewed a request to hire a second mechanic in 2024. Staff had made a presentation to the Board in December 2023 explaining the rationale and need for an additional mechanic. The original intent was to request this position as part of the 2025 budget. Due to increased repair times in outsourcing and an increase in repairs as our fleet ages and goes out of warranty, staff believes it is prudent to onboard this employee as soon as possible.</p> <p>This is not a budgeted position in 2024. The Board would approve the final budget amendment in December 2024 if the position is approved.</p>

Fiscal Impact:	Dependent on the actual start date. Estimate is less than \$50,000 for a 9/1 start date. This amount will decrease as the date gets pushed out.
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Meeting Date:	August 20, 2024
Title:	Tempus Heart Monitors

Recommendation from Staff:	Information Only
Recommendation from Committee:	N/A
Recommended Action/Motion:	<i>No Action Requested</i>
Presenter:	AC Moore
Attachments:	None

Summary:
<p>AC Moore will give a presentation to the board regarding the Tempus Heart Monitors, which were purchased in early 2022. Since receiving the monitors, we have faced several challenges that have required “workarounds” to meet the needs of our patients and EMS providers. The monitors have become a large frustration for our employees, which was seen in the most recent employee survey.</p> <p>AC Moore will review the history of this purchase, the operational challenges we have addressed, and what we see as our next steps with the vendor.</p> <p>No action is requested at this time.</p>

Fiscal Impact:	N/A
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Board Meeting Agenda Item Summary

Meeting Date:	August 20, 2024
Title:	Sale of Station 112 House and Garage

Recommendation from Staff:	Approve
Recommendation from Committee:	N/A
Recommended Action/Motion:	<i>Move to authorize the Fire Chief to execute and sign the documents pertaining to the purchase and sale agreement for the house and garage located at 20606 120th Street East, Bonney Lake, WA. The District will purchase approximately 1504 square feet of real property located at 12116 207th Avenue East, Bonney Lake, WA for \$1 in addition to the surplused real property (house and garage structures only).</i>
Presenter:	Chief Parkinson
Attachments:	Draft Purchase and Sale Agreement

Summary:
<p>Per Resolution 1059 at the August 20th, 2024 regular Board meeting, the Board surplused the house and garage located on the property at 20606 120th St E, Bonney Lake, where the new Station 112 will be constructed. The District will purchase a portion of the neighboring property at 12218 207th Ave East, Bonney Lake, for \$1 in addition to the surplused real property (house and garage structures only). Staff recommends moving forward with the exchange.</p> <p>Legal tax description of property to be acquired:</p> <p>A STRIP OF LAND LYING WITHIN LOT 3 OF THE SHORT PLAT RECORDED UNDER PIERCE COUNTY AUDITOR’S RECORDING NUMBER 8401030143, BEING WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>THE NORTHERLY 8.00 FEET OF THE WESTERLY 188.00 FEET OF SAID LOT 3. CONTAINING AN AREA OF 1504 SQUARE FEET, MORE OR LESS.</p>

Fiscal Impact:	N/A
-----------------------	-----

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Form: PS_1A
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Rev. 8/2021
Page 1 of 17

COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT

This has been prepared for submission to your attorney for review and approval prior to signing. No representation is made by licensee as to its sufficiency or tax consequences

SPECIFIC TERMS

Reference Date: August 1, 2024

Offer Expiration Date: _____ 5:00pm (the third day after Reference Date, if not completed)

1. **PROPERTY:** The Property ~~is legally described on Exhibit A. Address: ("TRADE PARCEL") IS LEGALLY DESCRIBED ON EXHIBIT A. THE TRADE PARCEL S A PORTION OF THE LAND AT~~ 12116 207th Ave E City of Bonney Lake, Pierce County, Washington. Tax Parcel No(s): _____
Included Personal Property: None; If on and used in connection with the Property, per Section 25 (None, if not completed).
2. **BUYER(S):** East Pierce Fire & Rescue
a(n) _____
3. **SELLER(S):** Thomas McCulley
a(n) _____
4. **PURCHASE PRICE:** \$ 1 plus "Transfer House" and Garage. See Addendum Dollars
Payable as: Cash; Financing (attach CBA Form PS_FIN); Other: See Addendum
5. **EARNEST MONEY:** \$ 0 Dollars; Held by: Selling Firm; Closing Agent
Form of Earnest Money: Wire/Electronic Transfer; Check; Note (attach CBA Form PS_EMN); Other: _____
Earnest Money Due Date: _____ days after Mutual Acceptance; _____ days after the Feasibility Contingency Date; or _____
6. **FEASIBILITY CONTINGENCY DATE:** _____; 30 days after Mutual Acceptance (30 days after Mutual Acceptance if not completed.)
7. **CLOSING DATE:** 10; _____ days after both
8. **CLOSING AGENT:** Chicago Title
9. **TITLE INSURANCE COMPANY:** Chicago Title
10. **DEED:** Statutory Warranty Deed; or Bargain and Sale Deed.
11. **POSSESSION:** on closing; Other: _____ (on closing if not completed).
12. **SELLER CITIZENSHIP (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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 Page 2 of 17



**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

13. **BUYER'S DEFAULT:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies.
14. **SELLER'S DEFAULT:** (check only one) Recover Earnest Money or Specific Enforcement; Buyer's Election of Remedies.
15. **UNPAID UTILITIES:** Buyer and Seller Do Not Waive (attach CBA Form UA); Waive
16. **AGENCY DISCLOSURE:** Selling Broker represents: Buyer; Seller; both parties; neither party
 Listing Broker represents: Seller; both parties

17. **EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are made a part of this Agreement:

- | | |
|---|--|
| <input type="checkbox"/> Earnest Money Promissory Note, CBA Form EMN | <input type="checkbox"/> Back-Up Addendum, CBA Form BU-A |
| <input type="checkbox"/> Blank Promissory Note, LPB Form No. 28A | <input checked="" type="checkbox"/> Vacant Land Addendum, CBA Form VLA |
| <input checked="" type="checkbox"/> Blank Short Form Deed of Trust, LPB Form No. 20 | <input type="checkbox"/> Financing Addendum, CBA Form PS_FIN |
| <input type="checkbox"/> Blank Deed of Trust Rider, CBA Form DTR | <input type="checkbox"/> Tenant Estoppel Certificate, CBA Form PS_TEC |
| <input type="checkbox"/> Utility Charges Addendum, CBA Form UA | <input type="checkbox"/> Defeasance Addendum, CBA Form PS_D |
| <input checked="" type="checkbox"/> FIRPTA Certification, CBA Form 22E | <input type="checkbox"/> Lead-Based Paint Disclosure, CBA Form LP-LS |
| <input type="checkbox"/> Assignment and Assumption, CBA Form PS-AS | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Addendum/Amendment, CBA Form PSA | <input type="checkbox"/> Other: _____ |

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____

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Page 3 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
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(CONTINUED)**

18. IDENTIFICATION OF THE PARTIES. The following is the contact information for the parties involved in this Agreement:

Buyer(s):

Contact: East Pierce Fire and Rescue
Address: 18421 Veterans Memorial Drive
East, Bonney Lake, WA 98391

Business Phone: 253-863-1800

Cell Phone: 253-334-3756

Fax: _____

Email: pherrera@eastpiercefir.org

Selling Firm

Name: New Ventures Group Development Services Inc

Assumed Name: New Ventures Group

Selling Broker: Peter Folkins

Selling Broker DOL License No.: 23836

Firm Address: 500 Union Street, Suite 900,
Seattle WA 98101

Firm Phone: 206-300-2914

Broker Phone: 206-300-2914

Firm Email: peter@nvgrp.com

Broker Email: peter@nvgrp.com

Fax: _____

CBA Office No.: 1005061

Selling Firm DOL License No.: _____

Copy of Notices to Buyer to :

Name: Chief Jon Parkinson

Company: _____

Address: _____

Business Phone: _____

Fax: _____

Cell Phone: _____

Email: jparkinson@eastpiercefir.org

Seller(s):

Contact: Thomas McCulley
Address: 12116 207th Ave E Bonney Lake
WA

Business Phone: _____

Cell Phone: _____

Fax: _____

Email: _____

Listing Firm

Name: _____

Assumed Name: _____

Listing Broker: _____

Listing Broker DOL License No.: _____

Firm Address: _____

Firm Phone: _____

Broker Phone: _____

Firm Email: _____

Broker Email: _____

Fax: _____

CBA Office No.: _____

Listing Firm DOL License No.: _____

Copy of Notices to Seller to :

Name: _____

Company: _____

Address: _____

Business Phone: _____

Fax: _____

Cell Phone: _____

Email: _____

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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Rev. 8/2021
Page 4 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

GENERAL TERMS

- 19. Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell the commercial real estate identified in Section 1 as the Property and all improvements thereon. Unless expressly provided otherwise in this Agreement or its Addenda, the Property shall include (i) all of Seller's rights, title and interest in the Property, (ii) all easements and rights appurtenant to the Property, (iii) all buildings, fixtures, and improvements on the Property, (iv) all unexpired leases and subleases; and (v) all included personal property.
- 20. Acceptance; Counteroffers.** If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the 3rd day (if not filled in, the second day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to Buyer. No acceptance, offer or counteroffer from Buyer is effective until a signed copy is received by Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from Seller is effective until a signed copy is received by Buyer, the Selling Broker or the licensed office of the Selling Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to that party and shall be effective when received by that party.
- 21. Earnest Money.** Selling Broker and Selling Firm are authorized to transfer Earnest Money to Closing Agent as necessary. Selling Firm shall deposit any check to be held by Selling Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. If the Earnest Money is to be held by Selling Firm and is over \$10,000, it shall be deposited to: the Selling Firm's pooled trust account (with interest paid to the State Treasurer); or a separate interest bearing trust account in Selling Firm's name, provided that Buyer completes an IRS Form W-9 (if not completed, separate interest bearing trust account). The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the Earnest Money is entitled to interest. Unless otherwise provided in this Agreement, the Earnest Money shall be applicable to the Purchase Price.
- 22. Title Insurance.**
- a. **Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance from the Title Insurance Company. Buyer shall have the discretion to apply for an extended coverage owner's policy of title insurance and any endorsements, provided that Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, the cost of any endorsements requested by Buyer, and the cost of any survey required by the title insurer. If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.
 - b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (a) 20 days (20 days if not completed) after receipt of the preliminary commitment for title insurance; or (b) the Feasibility Contingency Date. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections Seller shall give notice, in writing,

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Buyer _____ Date _____ Seller _____ Date _____

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 Rev. 8/2021
 Page 5 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

of its intent to remove all objectionable provisions before Closing. If Seller fails to give timely notice that it will clear all disapproved objections, this Agreement shall automatically terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless Buyer notifies Seller within three (3) days that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within three (3) days of receipt of the supplemental report by Buyer and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The Closing Date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall reasonably cooperate with Buyer and the title company to clear objectionable title matters and shall provide an affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

c. **Title Policy.** At Closing, Buyer shall receive an ALTA Form 2006 Owner's Policy of Title Insurance with standard or extended coverage (as specified by Buyer) dated as of the Closing Date in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions ("Title Policy"), provided that Buyer acknowledges that obtaining extended coverage may be conditioned on the Title Company's receipt of a satisfactory survey paid for by Buyer. If Buyer elects extended coverage, then Seller shall execute and deliver to the Title Company on or before Closing the such affidavits and other documents as the Title Company reasonably and customarily requires to issue extended coverage.

23. Feasibility Contingency. Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction, in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the Property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives notice that the Feasibility Contingency is satisfied to Seller before 5:00pm on the Feasibility Contingency Date. If such notice is timely given, the feasibility contingency shall be deemed to be satisfied and Buyer shall be deemed to have accepted and waived any objection regarding any aspects of the Property as they exist on the Feasibility Contingency Date.

a. **Books, Records, Leases, Agreements.** Within _____ days (3 days if not filled in) Seller shall deliver to Buyer or post in an online database maintained by Seller or Listing Broker, to which Buyer has been given unlimited access, true, correct and complete copies of all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including the following: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records, accounting records and audit reports for the last three years and year to date; any existing environmental reports; any existing surveys; any existing inspection reports; and "Vendor Contracts" which shall include

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 Buyer _____ Date _____ Seller _____ Date _____

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Page 6 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine by the Feasibility Contingency Date: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Any information provided or to be provided by Seller with respect to the Property is solely for Buyer's convenience and Seller has not made any independent investigation or verification of such information (other than that the documents are true, correct, and complete, as stated above) and makes no representations as to the accuracy or completeness of such information, except to the extent expressly provided otherwise in this Agreement. Seller shall transfer the Vendor Contracts as provided in Section 25.

b. **Access.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall restore the Property and all improvements to substantially the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents, which obligation shall survive closing. Buyer may continue to enter the Property in accordance with the terms and conditions set forth in this Section 23 after removal or satisfaction of the Feasibility Contingency only for the purpose of leasing or to satisfy conditions of financing.

c. (check if applicable) **Access Insurance.** Notwithstanding anything in this Section 23 to the contrary, prior to entering the Property and while conducting any inspections pursuant to subsection (b) above, Buyer shall, at no cost or expense to Seller: (a) procure and maintain commercial general liability (occurrence) insurance in an amount no less than \$2,000,000 on commercially reasonable terms adequate to insure against all liability arising out of any entry onto or inspections of the Property that lists Seller and Tenant as additional insureds; and (b) deliver to Seller prior to entry upon the Property certificates of insurance for Buyer and any applicable agents or representatives evidencing such required insurance.

d. Buyer waives, to the fullest extent permissible by law, the right to receive a seller disclosure statement (e.g. "Form 17") if required by RCW 64.06 and its right to rescind this Agreement pursuant thereto. However, if Seller would otherwise be required to provide Buyer with a Form 17, and if the answer to any of the questions in the section of the Form 17 entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17 which shall be provided by Seller.

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Buyer _____ Date _____ Seller _____ Date _____

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Page 7 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

24. Conveyance. Title shall be conveyed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the deed shall include a contract vendee's assignment sufficient to convey after-acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 25(b) and all intangible property transferred pursuant to Section 25(b).

25. Personal Property.

a. If this sale includes the personal property located on and used in connection with the Property, Seller will itemize such personal property in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance. The value assigned to any personal property shall be \$ _____ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Selling Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.

b. In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 24 above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

26. Seller's Underlying Financing. Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's lien from being released at closing. In addition, Seller shall provide Buyer notice prior to the Feasibility Contingency Date if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS_D or any different process identified in Seller's defeasance notice to Buyer.

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Buyer _____ Date _____ Seller _____ Date _____

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 Rev. 8/2021
 Page 8 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

- 27. Closing of Sale.** Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing Date all instruments and monies required to complete the purchase in accordance with this Agreement. Upon receipt of such instruments and monies, Closing Agent shall cause the deed to be recorded and shall pay to Seller, in immediately available funds, the Purchase Price less any costs or other amounts to be paid by Seller at Closing. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller, even if they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer before the Feasibility Contingency Date that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three (3)-day closing process described in CBA Form PS_D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.
- 28. Closing Costs and Prorations.** Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing Date in the form required by Section 23(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; expenses already incurred by Seller that relate to services to be provided to the Property after the Closing Date; interest; utilities; and other operating expenses shall be pro-rated as of Closing. Seller will be charged and credited for the amounts of all of the pro-rated items relating to the period up to and including 11:59 pm Pacific Time on the day preceding the Closing Date, and Buyer will be charged and credited for all of the pro-rated items relating to the period on and after the Closing Date. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____

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Rev. 8/2021
Page 9 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

- 29. Post-Closing Adjustments, Collections, and Payments.** After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing. Any adjustment shall be made, if any, within 180 days of the Closing Date, and if a party fails to request an adjustment by notice delivered to the other party within the applicable period set forth above (such notice to specify in reasonable detail the items within the Closing Statement that such party desires to adjust and the reasons for such adjustment), then the allocations and prorations at Closing shall be binding and conclusive against such party.
- 30. Operations Prior to Closing.** Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Contingency Date, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases for periods of 12 months or less in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without obtaining Buyer's consent, which shall not be withheld unreasonably.
- 31. Possession.** Buyer shall accept possession subject to all tenancies disclosed to Buyer before the Feasibility Contingency Date.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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 Rev. 8/2021
 Page 10 of 17



**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

32. Seller's Representations. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the Feasibility Contingency, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement, and no further consent, waiver, approval or authorization is required from any person or entity to execute and perform under this Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property, are true, accurate and complete to the best of Seller's knowledge, and no other contracts or agreements exist that will be binding on Buyer after Closing; (c) Seller has not received any written notices that the Property or any business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 28 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing; (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer before the Feasibility Contingency Date; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property; (j) Seller has not granted any options nor obligated itself in any matter whatsoever to sell the Property or any portion thereof to any party other than Buyer; and (k) Neither Seller nor any of its respective partners, members, shareholders or other equity owners, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order; and (l) the individual signing this Agreement on behalf of Seller represents and warrants to Buyer that he or she has the authority to act on behalf of and bind Seller. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the representations were deemed made as of the date of such discovery, then the party discovering the information shall promptly notify the other party in writing and Buyer, as its sole remedy, may elect to terminate this Agreement by giving Seller notice of such termination within five (5) days after Buyer first received actual notice (with the Closing Date extended to accommodate such five (5) day period), and in such event, the Earnest Money Deposit shall be returned to Buyer. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly discovered information such that a representation provided for above was false.

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 Buyer _____ Date _____ Seller _____ Date _____

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Purchase & Sale Agreement
Rev. 8/2021
Page 11 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

- 33. As-Is.** Except for the express representations and warranties in this Agreement, (a) Seller makes no representations or warranties regarding the Property; (b) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, suitability for Buyer's intended use, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (c) Buyer takes the Property "AS IS" and with all faults; and (d) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.
- 34. Buyer's Representations.** Buyer represents that Buyer is authorized to enter into the Agreement; to buy the Property; to perform its obligations under the Agreement; and that neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will: (a) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer; or (b) constitute a breach of any agreement to which Buyer is a party or by which Buyer is bound. The individual signing this Agreement on behalf of Buyer represents that he or she has the authority to act on behalf of and bind Buyer.
- 35. Claims.** Any claim or cause of action with respect to a breach of the representations and warranties set forth herein shall survive for a period of nine (9) months from the Closing Date, at which time such representations and warranties (and any cause of action resulting from a breach thereof not then in litigation, including indemnification claims) shall terminate. Notwithstanding anything to the contrary in this Agreement: (a) Buyer shall not make a claim against Seller for damages for breach or default of any representation or warranty, unless the amount of such claim is reasonably anticipated to exceed \$25,000; and (b) under no circumstances shall Seller be liable to Buyer on account of any breach of any representation or warranty in the aggregate in excess of the amount equal to \$250,000, except in the event of Seller's fraud or intentional misrepresentation with respect to any representation or warranty regarding the environmental condition of the Property, in which case Buyer's damages shall be unlimited.
- 36. Condemnation and Casualty.** Seller bears all risk of loss until Closing, and thereafter Buyer bears all risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are materially damaged or if condemnation proceedings are commenced against all or a portion of the Property before Closing, to be exercised by notice to Seller within ten (10) days after Seller's notice to Buyer of the occurrence of the damage or condemnation proceedings. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the Purchase Price. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall not be obligated to repair any damage, and shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.
- 37. FIRPTA Tax Withholding at Closing.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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Form: PS_1A
Purchase & Sale Agreement
Rev. 8/2021
Page 12 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

- 38. Notices.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Broker with a courtesy copy to any other party identified as a recipient of notices in Section 18. A notice to Seller shall be deemed delivered only when received by Seller and Listing Broker, or the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer, with a copy to Selling Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 18. A notice to Buyer shall be deemed delivered only when received by Buyer and Selling Broker, or the licensed office of Selling Broker. Selling Broker and Listing Broker otherwise have no responsibility to advise parties of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller shall keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 18. Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page two of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- 39. Computation of Time.** Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached.
- 40. Assignment.** Buyer's rights and obligations under this Agreement are not assignable without the prior written consent of Seller, which shall not be withheld unreasonably; provided, however, Buyer may assign this Agreement without the consent of Seller, but with notice to Seller, to any entity under common control and ownership of Buyer, provided no such assignment shall relieve Buyer of its obligations hereunder. If the words "and/or assigns" or similar words are used to identify Buyer in Section 2, then this Agreement may be assigned with notice to Seller but without need for Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of Seller financing.

41. Default and Attorneys' Fees.

- a. **Buyer's default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the applicable provision as identified in Section 13 shall apply:

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____



**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

- i. **Forfeiture of Earnest Money.** Seller may terminate this Agreement and keep that portion of the earnest money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure.
 - ii. **Seller's Election of Remedies.** Seller may, at its option, (a) terminate this Agreement and keep that portion of the earnest money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- b. **Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then the applicable provision as identified in Section 14 shall apply:
- i. **Recover Earnest Money or Specific Enforcement.** As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all earnest money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the Closing Date or from the date Seller has provided notice to Buyer that Seller will not proceed with closing, whichever is earlier.
 - ii. **Buyer's Election of Remedies.** Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.
- c. Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs. In the event of trial, the amount of the attorneys' fees shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the State of Washington without regard to its principles of conflicts of laws.

42. Miscellaneous Provisions.

- a. **Complete Agreement.** This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement, and no modification of this Agreement shall be effective unless agreed in writing and signed by the parties.
- b. **Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.
- c. **Electronic Delivery and Signatures.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents. The parties acknowledge that a signature in electronic form has the same legal effect as a handwritten signature.
- d. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a

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Buyer _____ Date _____ Seller _____ Date _____

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Form: PS_1A
Purchase & Sale Agreement
Rev. 8/2021
Page 14 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding this provision, no party shall be obligated to extend closing as part of its agreement to facilitate completion of a like-kind exchanged. In addition, notwithstanding Section 40 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

- 43. Information Transfer.** In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.
- 44. Confidentiality.** Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party.
- 45. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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 Purchase & Sale Agreement
 Rev. 8/2021
 Page 15 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

46. Seller's Acceptance and Brokerage Agreement. BY SEPARATE AGREEMENT. Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of _____ % of the sales price or \$ _____. The commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, then Listing Firm shall pay to Selling Firm a commission of _____ % of the sales price or \$ _____. Seller assigns to Listing Firm and Selling Firm a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Firm or Selling Firm for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Firm and Selling Firm according to the listing agreement and any co-brokerage agreement. Seller and Buyer hereby consent to Listing Firm and Selling Firm receiving compensation from more than one party and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing Firm or Selling Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Firm nor Selling Firm are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 44 above, the pages containing this Section, the parties' signatures and an attachment describing the Property may be recorded.

Listing Broker and Selling Broker Disclosure. EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS; THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____

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Rev. 8/2021
Page 16 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Buyer _____
Printed name and type of entity

Buyer _____
Printed name and type of entity

Buyer _____
Signature and title

Buyer _____
Signature and title

Date signed _____

Date signed _____

Seller _____
Printed name and type of entity

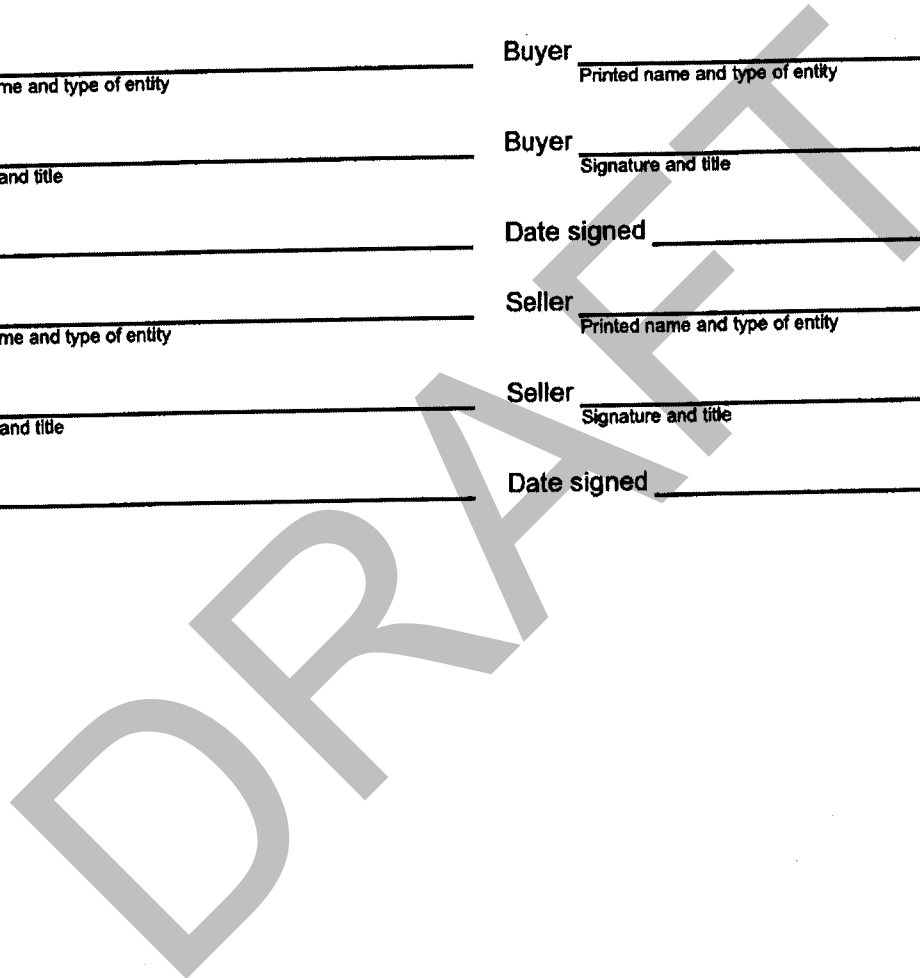
Seller _____
Printed name and type of entity

Seller _____
Signature and title

Seller _____
Signature and title

Date signed _____

Date signed _____



INITIALS: Buyer _____ Date _____ Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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Purchase & Sale Agreement
Rev. 8/2021
Page 17 of 17

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

EXHIBIT A *
[Legal Description]

* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

DRAFT

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

FEDERAL WAY OFFICE

33810 Weyerhaeuser Way South, Suite 130 • Federal Way, WA 98001
253.205.8700 • Info@mackaysposito.com

EXHIBIT A
EPFR STATION 112 TRANSFER PARCEL

A STRIP OF LAND LYING WITHIN LOT 3 OF THE SHORT PLAT RECORDED UNDER PIERCE COUNTY AUDITOR'S RECORDING NUMBER 8401030143, BEING WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 8.00 FEET OF THE WESTERLY 188.00 FEET OF SAID LOT 3.

CONTAINING AN AREA OF 1504 SQUARE FEET, MORE OR LESS.



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Addendum/Amendment to PSA
Rev. 7/2020
Page 1 of 1

**ADDENDUM/AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

The following is part of the Purchase and Sale Agreement with Reference Date August 1, 2024 (the "Agreement") between East Pierce Fire & Rescue ("Buyer") and Thomas McCulley ("Seller") regarding the sale of the property located at 12116 207th Ave E _____, Bonney Lake, WA 98391-7909 (the "Property").

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS:

1. The Purchase Price of \$14,062.40 shall be paid in the form of \$1 in cash in addition to the transfer of a house and garage structure ("Transfer House"). The Property, or ("Trade Parcel") is a portion of the Seller's property at 12116 207th Avenue East, Bonney Lake, WA. The Trade Parcel is described in Exhibit A, Legal Description. The Transfer House, currently located on Buyer's property known as 20606 120th Street East, is to be moved by the Seller, at Seller's sole expense, to Seller's property at 12118 207th Avenue East, Bonney Lake, WA 98391.
2. Closing shall occur within 10 days after both (a) the successful relocation of the Transfer House and (b) the creation of the sale Property ("Trade Parcel") as a separate legal parcel of land. These events (a and b) must occur by November 30, 2024
3. Seller shall be responsible for all costs associated with the move of the Transfer House including, but not limited to, (a) site preparation, (b) building preparation, (c) raising and moving the house, (d) setting the house in its new location, (e) permits, (f) insurance, (g) environmental abatement, (h) governmental fees, (i) legal fees, (j) any costs incurred by the Buyer arising from the relocation of the Transfer House.
4. Seller shall be responsible for all risks of loss associated with the move of the Transfer House including, but not limited to, physical damage to the Transfer House, other physical damage associated with the relocation, legal liability associated with the relocation, any loss associated with failure to relocate the Transfer House. Seller accepts the Transfer House in an AS IS condition with all faults.
5. Closing shall be contingent on Buyer and Seller entering into (a) the License and Indemnification Agreement attached hereto as Exhibit B, and (b) the Right of Entry Agreement attached hereto as Exhibit C.
6. The Seller shall remit to Buyer, as liquidated damages and not as a penalty, an additional amount of \$500 per month from the date upon which Buyer discovers that the Seller is unable to deliver marketable title to the Transfer Parcel free of defects other than those accepted. Said liquidated damages shall continue until such time as said defects are cured to the satisfaction of Buyer. This liquidated damages provision shall take effect upon the date of written notice of the Buyer to the Seller of such defects. Liquidated damages not to exceed the agreed value of the moved structures.

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____