

Gig Harbor Fire & Medic One

AGENDA Commissioners' Meeting August 22, 2023 (Hybrid Meeting)

5:00 P.M.

	5:00 P.M.	
1.	Call to Order/Pledge of Allegiance	
2.	Approval of the Agenda	
3.	Citizen Recognition	
4.	Commissioner Absence	
5.	Communications	
6.	Approve minutes of August 8, 2023 Commissioner meeting	
7.	 Voucher Approval Accounts Payable Vouchers: 199585-199930 Payroll Vouchers 199841-199857: SUBTOTAL VOUCHERS: 	\$ 238,715.34 <u>\$ 934,096.75</u> \$ 1,172,812.09
	ACH Payroll Transfer: • 941 Payment – ACH Payroll Transfer • Wire Transfer Fees	\$ 1,053,746.26 \$ 229,214.25 <u>\$ 80.00</u>
	SUBTOTAL PAYROLL ACH TRANSFERS:	\$ 1,283,040.51
	GRAND TOTAL VOUCHERS AND ACH TRANSFERS:	<u>\$ 2,455,852.60</u>
	Local 3390 Reports	
	Chiefs Reports	
	Standing Committee Reports	
	Finance Report	K. Hackmeister
	Chairman's Report	
	2022 Bond Update	
14.	OLD BUSINESS a.	
	b.	
15.	 NEW BUSINESS a. Resolution 2023-09 – Acquisition of Personal Property b. Resolution 2023-10 – LOCAL Program Reimbursement 	K. Hackmeister K. Hackmeister
16.	Open Public Comment (state your name for the record, you will have 3 minutes)	
17.	GOOD OF THE ORDER	
18.	SPECIAL INTERESTS/UPCOMING EVENTS	
Adj	ourn Meeting. Next regular meeting will be September 12, 2023, at 5:00 PM	

10222 Bujacich Road N.W. 🔺 Gig Harbor, WA 98332 🔺 Tel: (253) 851-3111 Fax: (253) 851-9606



Gig Harbor Fire & Medic One

COMMISSIONERS' MEETING MINUTES

August 8, 2023

Chairman Urvina called the meeting to order at 5:00 p.m. and led the Pledge of Allegiance.

Present: Commissioners Urvina, Wilsie, Entze and Sutich, F/C D. Doan, A/Cs P. Oldenburg and S. Booth, Finance Director Krystal Hackmeister (virtual) and EA T. VanderVaate.

APPROVAL OF THE AGENDA

Commissioners Sutich and Entze moved and seconded approval of the agenda as presented. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

COMMISSIONER ABSENCE

Commissioners Wilsie and Sutich moved and seconded approval of Commissioner Nelson's absence from today's meeting. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

COMMUNICATIONS

MINUTES AND BLANKET VOUCHERS

Commissioners Sutich and Entze moved and seconded approval of the July 25, 2023 meeting minutes. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

Commissioners Entze and Wilsie moved and seconded approval of Accounts Payable Vouchers 199770-199840 for a total consideration of \$382,161.36. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

LOCAL 3390 REPORTS

CHIEFS REPORTS

Chief Booth reported:

- The District's L&I grant application was approved, totaling just under \$21,000. The funds will be used to purchase an extractor and dryer for our new training facility and additional flash hoods to improve our decon process on emergency incidents. Discussion followed.
- Tier 1 stakeholders of the MACC group met recently, with the meeting being facilitated by Amy Gillespie of DEM. The group will meet again soon and hope to have a new plan in place before year-end.
- Friday, August 4th, we responded to a high-angle rope rescue, assisted by several other area agencies.

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- Our former fleet mechanic Sonny Putnam received a heart transplant this week and is recovering well. Discussion followed.
- National Night Out on August 1 was well attended, with a lot of community support at our booth.

Chief Oldenburg reported:

- District staff are moving forward with the State Local purchase program. No action is needed today; more information and Resolutions will be presented to the Board on August 22, 2023.
- FEMA Safer Grant desk review/audit is complete. The District received a non-material finding regarding District employee contacts not being current. An appeal has been filed disputing the finding. District staff have worked diligently for the last 16 months to update contacts with FEMA and followed all directions.

Chief Doan reported:

- Thanked the Board for their support and assistance in getting the general levy ballot measure passed.
- Advised the Board that former Fire Commissioner Dave Watson passed away over the weekend. The District will assist and help the family as needed.
- He will be attending a South Sound 911 study session tomorrow morning and attending a PSCOC meeting Friday morning.
- He has received several calls from Fox Island residents regarding the WSRB rating with concerns about their insurance rates rising. Unfortunately, the District is unable to change or improve the rating given by WSRB. Chief Doan is attending the FICRA Fair on August 12 and is prepared to answer any questions residents may have.
- South Kitsap Fire & Rescue Chief Faucett contacted him because our crews were first in on a CPR call recently. Work continues on CAD to CAD response across the County border.
- On August 5, Engine 53 and Battalion 519 assisted Graham Fire with coverage so their responders could attend the funeral services of Battalion Chief Todd Jensen. Discussion followed. recently passed away.
- An announcement is out for hiring a new fleet mechanic.
- Station 52 will undergo light maintenance and repairs in a few weeks. Crews will be relocated to Station 53 temporarily.
- Some time ago, Citizen Karl Kreitzer suggested a possible cost-saving measure if the District could obtain a sales tax exemption from the City and County. Neither the City nor County are willing to do this, and while the Chief felt it was a good idea, he has exhausted his resources and will not be pursuing it any further.
- District Staff, along with Commissioners Entze and Wilsie, will be attending mediation with Union representatives on Friday.

STANDING COMMITTEE REPORTS

Commissioner Entze affirmed that the Labor Management Committee members will be

attending mediation Friday.

Commissioner Urvina reported that the Audit Committee will participate in the audit exit interview next Thursday.

CHAIRMAN'S REPORT

2022 CAPITAL BOND PROJECTS UPDATE

Chief Doan reported on behalf of Chief Johnson (currently deployed) that there isn't much new to report. Chief Johnson attended a work session with City representatives regarding water connection. The Station 51 Design Committee met and Chief Doan expressed his high-level expectations and will now let the Committee members do their work.

OLD BUSINESS

NEW BUSINESS

- A. Personal Services Contract Information Systems Manager. Chief Oldenburg presented a Personal Services Contract for the new Information Systems Manager and requested Board approval. Commissioners Entze and Wilsie moved and seconded a motion to approve the Contract. With no further discussion, the MOTION CARRIED with Commissioner Sutich being the only no vote.
 Mid Van Einspert Report Instance Presented Presented a mid was formed a most.
- **B.** Mid-Year Finance Report. Krystal Hackmeister presented a mid-year finance report.

PUBLIC COMMENT

GOOD OF THE ORDER

SPECIAL INTERESTS/UPCOMING EVENTS

ADJOURNMENT

There being no further business to discuss, Chairman Urvina adjourned the meeting at 5:34 pm. The next regular meeting will be 5:00pm on Tuesday, August 22, 2023.

Chairman/Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Attest: District Secretary

VOUCHER APPROVAL:

August 8, 2023 APPROVED BY ASSISTANT CHIEF OLDENBURG

ACCOUNTS PA	YABLE:				Dollar Amount		TOTAL
Voucher Nos:	199858 199859	through through	199858 199894	\$ \$	58,363.50 85,713.69	\$ \$	58,363.50 85,713.69
_	Total Acco	unts Payab	le Invoices:	\$	144,077.19	\$	144,077.19

GRAND TOTAL ACCOUNTS PAYABLE: \$ 144,077.19

PAYABLES RUN FOR COUNTY'S WARRANT PRINTING ON 8/9/23

	VOUC	HER APPRO	VALS		
Pierce County Fire District #5			Time:	15:40:22 Date	e: 08/08/2023
	08/08/20	23 To: 08/08/	2023	Page	e: 1
Voucher Claimant	Trans	Date Type	Acct # Amoun	t Memo	
199858 GIG HARBOR CITY OF 594 22 62	2714 08/08 003 - Capital Expenses - T	-	58,363.50 Trainin) BOND PROJECTS - T g Campus - Utility Ex nent - App #EN-23-0	tension
	Rcvd Date Due Date 08/07/2023 08/07/2023	Description Training Cam	ous - Utility Extension .	Agreement - App	Amount 58,363.50
	Total Vou	ichers:	58,363.50)	
Commissioner Signatures:					
Chair					

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 Pierce County Fire District #5 and that I am authorized to authenticate and certify to said claim.

District Secretary

Date

erce County Fire District #5		IER APPRO	Time:	15:49:33 Date:	08/08/20
	08/08/202	3 To: 08/08/2		Page:	
Voucher Claimant	Trans	Date Type	Acct # Amour	nt Memo	
199859 AUTOMATED COMMUNICATIONS CORP	2715 08/08/2	2023 Claims	1 325.5	0 Facilities - Alarm N	ONITORING
Invoice # Rcvd	Alarm Monitoring Ser Date Due Date /2023 08/07/2023	Description	325.50 Alarm ng - 1/1-6/30/23	Monitoring - 1/1-6/30	/23 Amount 325.50
199860 CBS REPORTING INC 522 14 41 003 - (2716 08/08/2 Consultants, hiring, ne		71.00 Pre Er	0 HR - CONSULTANT - H nployment Background nmann	
Invoice # Rcvd 23839 08/08	Date Due Date /2023 08/08/2023	Description Pre Employmen	t Background Check		Amount 71.00
199861 CENTRAL PIERCE FIRE & RESCUE	2717 08/08/2	2023 Claims	1 20,481.6	0 INFRASTRUCTURE CH EMS - PO #40982	ARGES - 2021;
522 70 31 002 - N 522 70 31 002 - N	oftware Subscription Medical; replacement Medical; replacement	items items	429.39 MCI Ti	soft Licenses - 2/2021- ransport Boards Coordinator Boards	
Invoice # Rcvd AR004305 08/03, AR004875 08/07,	/2023 08/03/2023	Description Microsoft Licens MCI Transport &	es - 2/2021-1/2022 & DMCC Boards		Amount 19,611.81 869.79
199862 CENTURYLINK 522 50 47 004 - C	2718 08/08/2 Communications	023 Claims		4 FACILITIES - UTILITIES Svc - Stn 54 - 7/26-8/2 3302	25/23 - Acct
Invoice # Rcvd I 7/26/23 INV 08/07/		Description Phone Svc - Stn	<u>54 - 7/26-8/25/23 -</u>		Amount 85.34
199863 CINTAS CORP 522 50 20 005 - C 522 60 20 005 - C 522 60 48 000 - N			141.65 Faciliti 147.04 Fleet L	Iniforms	
<i>Invoice # Rcvd I</i> 4163741467 08/07/ 4163035339 08/07/	Date Due Date (2023 08/07/2023	Description Fleet/Facilities L Fleet/Facilities L	Iniforms	aundry - Towels, Fende	er Covers, Mat Amount 246.02 224.75
199864 DM RECYCLING 522 50 47 003 - R	2720 08/08/2 efuse	023 Claims	56.10 Recycli) FACILITIES - GARBAGE, ing - Stn 53 - July 2023 21890123	
522 50 47 003 - R	efuse		145.60 Recycli	ing - Stn 54 - July 2023 21887975	- Acct
Invoice # Rcvd L 11533452S111 08/07/ 11533342S111 08/07/	2023 08/07/2023		53 - July 2023 - Acct 54 - July 2023 - Acct		Amount 56.10 145.60
199865 DRUG FREE BUSINESS 522 14 41 003 - C	2721 08/08/20 onsultants, hiring, ne		10.00 Pre-Em) HR - CONSULTANT ployment Drug Screen enmann	ı - S Anderson
Invoice # Rcvd L 443846 08/07/	Date Due Date 2023 08/07/2023	Description Pre-Employment	t Drug Screen - S An		Amount 10.00
Invoice # Rcvd D	2722 08/08/20 ontracts; Transport Bi Date Due Date 2023 08/07/2023	illings Description		EMS CONTRACT Dnline Training - 118 Su tions	bscriptions Amount 864.00
199867 ERIC T QUINN PS	2723 08/08/20		,		

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erce County Fire Distric	[#3		08/	/08/202:	3 To'	08/08/2		ne:		15:49:33	Date: Page:	08/08/2
Voucher Claimant			Trans		ate			۸		Maria	raye.	
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		Rcvd Date 08/07/2023		e Date 7/2023		c ription al Svcs - July	y 2023					Amoun 1,700.0
199868 FIDELITY SOLUTIO	DNS .		2724	08/08/2	023	Claims	1	1,9	51.49	COMMUNICA #41172	TIONS - P	O #41173,
		00 - Repai					874	.40 He	eadset	Charger Cor	d Replace	ement - E27
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199869 GALLS LLC		· ,	2725	08/08/20	•••	Claims	1			UNIFORMS -	PO #4086	
522 2	2 20 0	05 - Clothi	ng				12	.35 Cla	ass A I	Upgrades - Li	Wothers	poon
		Rcvd Date 08/07/2023		e Date		ription						Amoun
BC1070		0/07/2023	08/0	//2023	Clas	s A Upgrade	es - Lt Wo	thersp	oon			12.35
199870 GIG HARBOR CITY			2726	08/08/20)23	Claims	1	1,76	69.43	FACILITIES - L	TILITIES	
		02 - Water	& Sew	ver			1,769		ater - 1 0059-	Stn 51 - 5/22 000	-7/17/23	- Acct
		Cvd Date 8/07/2023		e Date 7/2023		e ription Pr - Stn 51 -	- 5/22-7/1	7/23 -	Acct (000059-000		Amoun 1,769.43
199871 GIG HARBOR TRE	E SERVI	ICE	2727	08/08/20)23	Claims	1	6,45	55.75	Facilities - P	O #41168	
	0 48 00	00 - Repair	& Ma	int by othe	ers		6,455	.75 Tre	e Felli	ing - Stn 50, 9	Shop	
		cvd Date 8/08/2023		e Date 3/2023		ription Felling – Sti					·	Amoun 6,455.75
199872 GOODYEAR TIRE & CO	& RUBE	BER	2728	08/08/20	23	Claims	1	48	32.90	FLEET - PO #4	1171, #41	170
522 6)0 - Vehicle)0 - Vehicle	•							d Alignment d Alignment		
		cvd Date		2 Date	-	ription	211		,,,, <u>,</u> ,,,	a Angranerie	01502	Amount
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199873 GRAINGER			2729	08/08/20	<u></u>	Claims	1	1 02	7 4 1	FACILITIES - P		
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9745766	379 00	8/07/2023	08/07	/2023	Electr	onic Keyles	s Lock - S	tn 50				1,037.41
199874 HARBOR ROOF & CLEANING	GUTTE	R 2	2730	08/08/20	23	Claims	1	2,91	6.00	Facilities - Po	D #41174	
	0 48 00	0 - Repair	& Mai	nt by othe	rs		2,916.	00 Rod	of & G	utter Cleanin	a - Stn 50	ו
		cvd Date		Date	Desci	ription	·				9 0110	Amount
4	501 08	8/08/2023	08/08,	/2023	Roof	& Gutter Cl	eaning - S	Stn 50				2,916.00
199875 HERITAGE-CRYSTA LLC	L CLEA	N 2	2731	08/08/20	23	Claims	1	6	2.50	Fleet - Po #4	178	
522 6	0 48 00	0 - Vehicle	Repai	rs & Main	t. by C	Others	62.	50 Use	ed Oil	Pickup 7/19/	23	
		cvd Date 3/08/2023		Date /2023		ription Oil Pickup .						Amount 62.50
199876 IMS ALLIANCE			2732	08/08/20	23	Claims	1	4 4	604	Logistics - Po		
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		1 - FF Equi	-							ie lags - TRT ie Tags - TRT	• •	Abts,
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23-2192 08/07/20 23-2131 08/07/20				Name Taqs Name Taqs			Shervanick,		20.32 95.72
199877 INTERSTATE BATTERIES OF OLYMPIA	2733	08/08/2	023	Claims	1	1,253.83	FLEET - PO #	41062	
522 60 31 010 - Veh 522 60 31 010 - Veh							Batteries - 3 (s - U60 - 2 Q		
Invoice # Rcvd Da 30071888 08/07/20 20028627 08/07/20	23 08/0		Vehi	c ription cle Batteries eries - U60 -	- 3 Qty			-	Amount 920.84 332.99
	2734 sultants	08/08/2	023	Claims	1 3.642		MEDICAL CO Physicals - 7 I		
Invoice # Rcvd Dat 8/1/23 INV 08/08/20	te Du	ie Date		r iption Ial Physicals				r reisonn	Amount 3,642.50
199879 LABORATORY CORP OF AMERICA	2735	08/08/2	023	Claims	1	47.20	HR - CONSUL	TANT - HIR	ING
522 14 41 003 - Con		. hiring, ne	gotiati	ons, etc.	47.	20 PreEmpl Anderso	oyment Scree	ening - T V	Vagenmanr
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199880 LAND RECOVERY INC 522 50 47 003 - Refu	2736 Ise	08/08/20	023	Claims	1 202.2		FACILITIES - R Disposal - Pur		
Invoice # Rcvd Dat 15677 08/07/202		e Date 7/2023		ription se Disposal -	Purdy La				Amount 202.23
199881 MACDONALD MILLER FACILITY SOLUTIONS LLC	2737	08/08/20		Claims	1		Facilities - P		
522 50 48 000 - Repa					664.8	-	icy HVAC Svc f - Stn 51	- AHU Lea	iking Wate
Invoice # Rcvd Date SVC269044 08/08/202		e Date 8/2023		ription gency HVAC	Svc - AH	U Leaking V	Vater thru Ro	of -	Amount 664.83
199882 MAIL PLUS COPIES 522 14 42 001 - Com	2738 municat	08/08/20 ions -Post		Claims	1 59.5		MONTHLY MA		
Invoice # Rcvd Date 8/1/23 STMT 08/07/202	e Due	e Date	Desc	r iption hly Mailing (indining cool	, sury Lor	Amount 59.56
199883 MCKINSTRY CO LLC 522 50 48 000 - Repa	2739 iir & Mai	08/08/20 int by othe		Claims	1 800.2		FACILITIES - PO O Power Issue		
522 50 48 000 - Repa		int by othe	ers		2,154.8		/ini Split for I	PT Room S	itn 51
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199884 MURREYS DISPOSAL CO INC	2740	08/08/20	23	Claims	1		Facilities - GA		CYCLING;
522 50 47 003 - Refus	se				209.5		Recycling - J		Stn 50 - Ac
522 50 47 003 - Refus					191.5		Recycling - Ju	uly 2023 -	Stn 51 - Ac
522 50 47 003 - Refus								Stn 52 - Ad	

Pierce County Fire District #5

VOUCHER APPROVALS

Time:

08/08/2023 To: 08/08/2023

15:49:33 Date: 08/08/2023 Page: 4

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Voucher Claimant			Trans	Date	Туре	Acct #	Amount	Memo	
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	522 50 47	7 003 - Refuse	2			46.8	8 Garbage		uly-Aug 2023 - Stn
	522 50 47	7 003 - Refuse	9			54.6	2 Recyclin		023 - Stn 56 - Acct
	522 50 47	7 003 - Refuse	ż			110.8		e - July 2023 - :	Stn 56 - Acct
	522 50 47	7 003 - Refuse	2			66.8	8 Garbage		uly-Aug 2023 - Stn
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	522 50 47	7 003 - Refuse	;			191.5		e - July 2023 - 9	Stn 59 - Acct
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	522 50 47	7 003 - Refuse)			410.4		iste - July 2023	- Stn 51 - Acct
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	Invoice #	Rcvd Date	Due Date	Descr	iption		2111-52	1040050	A
115.		08/07/2023	08/07/2023			in <mark>a - Jul</mark> y 20	122 - Ctn 51	1 - Acct	Amoun 209.5-
		08/07/2023				ing - July 20			191.5
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115	292355111	08/07/2023	08/07/2022			Aug 2023 -			21.4
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115.	475270111	08/07/2023	00/07/2023 00/07/2023					11-321849072	
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1153	5510 03 111 581756777	08/07/2023	00/07/2023					11-31114770	191.50
		08/07/2023						11-31114713	191.50
		08/07/2023		Garba	qe/Recycli	ng - July 20	23 - Shop	- Acct	191.5(
	343245111							2111-1106132	1 410.48
		08/07/2023		Med V	Vaste Min	Chrge - July	[,] 2023 - Str	n 57 - Acct	17.96
	37938S111					Chrge - July			17.96
	343255111					Chrge - July			17.96
	343235111							2111-11061320	
	387945111	08/07/2023	08/07/2023			, Chrge - July			17.96
1153	3793 7 \$111	08/07/2023	08/07/2023					2111-32184663	
199885 PACIFIC WE	LDING SUP	PLIES 2	741 08/08/2		Claims	1			AL - CUST C2609
INC	F00 70								
			l; replacement			167.43	Cylinder	Rental - Cust C	2609
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Invoice #	Rcvd Date Due Date	Description	Amount
0001924145	08/07/2023 08/07/2023	Cylinder Rental - Cust C2609	167.43

erce County Fire D	istrict #5		v	OUCHE	. А	FFRU	VALS Tim	e:	15:49:33	Date:	08/08/20
			08/	/08/2023	To:	08/08/2				Page:	,,
Voucher Claimant			Trans	Da	ate	Туре	Acct #	Amount	Memo		
199886 PRENTICE F LLC	PERFECT CL	EANING	2742	08/08/20	23	Claims	1	4,120.00	Facilities - J	ANITORIA	L SVCS
	522 50 48	000 - Repai	r & Ma	int by othe	rs		4,120.0	00 Janitoria	al Svc - Stn 50	, Shop -	August 2023
		Rcvd Date			Descr	ription					Amount
	1471	08/07/2023	3 08/0	7/2023	Janito	rial Svc -	Stn 50, Sho	o - August	2023		4,120.00
199887 QUEST DIA		003 - Consi	2743 Iltants	08/08/20	23	Claims	1 14,394 (•	HEALTH & SA Testing - 33 F		
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9,		08/04/2023					7 - 33 FF Pei	rsonnel			14,394.85
199888 STRATEGIES	5 360 INC		2744	08/08/202	23	Claims	1	13 1/0 70	ADMIN - CON		<u> </u>
STORE		000 - Profes						-	rinting & Mai		
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		Rcvd Date				ing iption	4,000.0	U Prot Svc	s - July 2023		A
	INV23177	08/07/2023 08/07/2023	08/07	7/2023	Levy -		& Mailing o 2023	f Education	Postcards		Amount 9,149.70 4,000.00
199889 TAHOMA		;	2745	08/08/202	23	Claims	1	897.60	FACILITIES - G		MAINTENAN
		, 000 - Repair				ciuimo	-		Maintenance		
		Rcvd Date				iption	007.0		- Maintenance	2	Amount
		08/07/2023				ds Maint	enance				897.60
199890 TITUS WILL	EOPD		2746	08/08/202	>>	Claims	1	22.76	FLEET - PO #4	00.20	
ISSOSO INOS MILL		010 - Vehicl				Ciaims	-	23.70 6 Coin Tra		0920	
		Rcvd Date		•••		iption	23.1	o Com tra	y - 044		Amount
		08/07/2023				ray - U4	4				23.76
199891 UNIFIRST C		างเ	2747	08/08/202	22	Claims	1	336 53	FACILITIES - M	IATS	
		000 - Repair				Claims	•		tn 51 - 5/26/2		
		000 - Repair		-					tn 51 - 3/20/2 tn 51 - 8/4/23		
		000 - Repair							tn 50 - 8/4/23		
		Rcvd Date		-		iption	110.0	5 Wats - 5	ur 50 - 0/4/25	,	Amount
33		08/07/2023				Stn 51 -	5/26/23				108.78
		08/07/2023		7/2023		Stn 51 -					108.86
22	20013211	08/07/2023	08/07			Stn 50 -					118.89
199892 UNITED REM	ITALS NW I	NC	2748	08/08/202	23 (Claims	1	398.89	FACILITIES - PO	D #40636	
	522 50 48	000 - Repair	& Mai	int by other	S		398.8		Steel Plate -	Stn 52 V	Vater Leak
	Invoice #	Rcvd Date	Dua	e Date	Doscri	iption		Project -	7/11-8/8/23		Amount
2163		08/08/2023					Plate - Stn 5	2 Water Le	ak Project		398.89
199893 WASHINGTO SERVICE - 1	on water		2749	08/08/202		Claims	1		Facilities - Ut	TILITIES	
	522 50 47	002 - Water	& Sew	er			189.1	7 Water - 4	Stn 59 -Acct 4	7000611	54
	522 50 47	002 - Water	& Sew	er					Stn 55 - Acct 4		
		Rcvd Date			Descri	ption	14				Amount
7/.	28/23 INV	08/07/2023				-	-Acct 47000	61154			189.17
		08/07/2023					- Acct 44000				132.00
199894 WHISTLE W			2750	08/08/202	3 (Claims	1	•	UNIFORMS - P		
		005 - Clothir					1,643.7	8 Raincoat	s - Large - 6 L	arge, 6).	-
		Rcvd Date			Descri		<i>с</i> ,	<i>C</i> 1/2			Amount
	1432/4/	08/07/2023	00/07	12023	rainco	ats - Lard	ge - 6 Large,	ь XLarge			1,643.78

023 To:	08/08/2	Tim 22023	ie:	15:49:33		08/08/20
					Page:	
Date	Туре	Acct #	Amount	Memo		
ouchers:			85,713.69			
<u></u>				· · · · · · · · · · · · · · · · · · ·		
3						

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 Pierce County Fire District #5 and that I am authorized to authenticate and certify to said claim.

District Secretary

Date

VOUCHER AP	PROVAL:			Augu APPROVED BY ASS	ISTANT CHIE	
ACCOUNTS PA	YABLE:			Dollar Amount		TOTAL
Voucher Nos:	199895	through	199930	\$ 90,638.15	\$	90,638.15
	Total Acco	ounts Payab	le Invoices:	\$ 90,638.15	\$	90,638.15

GRAND TOTAL ACCOUNTS PAYABLE: \$ 90,638.15

PAYABLES RUN FOR COUNTY'S WARRANT PRINTING ON 8/16/23

erce Cou	nty Fire District	#5		1	OUCH	EK A	\PPRO\		- :		15.04.24		00 /4 5 /00
		<i></i>		08	/15/2023	3 To:	08/15/2		Time		15:04;24	Page:	08/15/20
Voucher	Claimant			Trans	D	ate	Туре	Acct	#	Amount	Memo		
	AMERICAS INK AN SUPPLY INC	ID TO	NER	2761	08/15/2	023	Claims		1	494.34	OFFICE SUP	PLIES - PO	#41072
			01 - Office					4	94.34	Brother	- Black Lase	r Ink Cartr	idges
			Rcvd Date 08/15/2023		e Date 5/2023		cription her - Black	Laser In	nk Car	tridges			Amount 494.34
199896	CARDINAL HEALTH	112	LLC	2762	08/15/20	023	Claims		1	748.53	MEDICAL SU #99007529	JPPLIES - P	O #99007538,
	522 7	0 31 0	02 - Medio	al; rep	lacement i	tems		3	87.92		Chloride, So	odium Chl	oride Flush
	522 7	0 31 0	02 - Medic	al: rep	lacement i	tems		3	60 61	Syringe	, Epinephrir		
			Rcvd Date		e Date		ription	5	00.01	DUDINED	, срперти		Amount
			08/15/2023 08/15/2023			Sodiu	um Chlorid Veb, Epiner		m Ch	loride Flu	sh Syringe		387.92 360.61
199897	CENTURYLINK			2763	08/15/20)23	Claims		1	1,696.76	FACILITIES -	UTILITIES	
	522 50	0 47 0	04 - Comn	nunica	tions				86.68		vc - Stn 58 -	8/2-9/1/2	23 - Acct
	522 50) 47 0	04 - Comn	nunica	tions			1	20.76	3004842 Phone Sv 3004815	vc - Stn 56 -	8/2-9/1/2	23 - Acct
	522 50) 47 0	04 - Comm	nunica	tions			1	20.76		vc - Stn 52 -	8/2-9/1/2	23 - Acct
	522 50) 47 ()	04 - Comm	nunicat	tions			10	07.66		vc - Stn 54 -	8/2-9/1/2	3 - Acct
	522 50) 47 0(04 - Comrr	nunicat	tions			;	86.68		vc - Stn 59 -	8/2-9/1/2	3 - Acct
	522 50) 47 ()	04 - Comm	nunicat	tions			1	10.32		/c - Stn 53 -	8/2-9/1/2	3 - Acct
	522 50) 47 ()	04 - Comm	iunicat	tions			5			/c - Stn 50 -	8/2-9/1/2	3 - Acct
	522 50) 47 0(04 - Comm	unicat	ions			2'	13.39	-	/c - Stn 51 -	8/2-9/1/2	3 - Acct
	522 50	47 0(04 - Comm	iunicat	ions			27		Phone Sv 3004787	/c - Shop - 8 73	3/2-9/1/23	- Acct
			cvd Date	Du	e Date		ription						Amount
			8/15/2023 8/15/2023			Phon	e Svc - Stn	58 - 8/2	2-9/1/	23 - Acct	300484267		86.68
	8/2/23 1	vv n	8/15/2023	08/1	72023	Phon	e SVC - Sth	50 - 8/2	2-9/1/	23 - Acct	300481505		120.76
<i>C</i>			8/15/2023								300471239		120.76
e 11			8/15/2023								300470829 300467832		107.66 86.68
			8/15/2023								300467832		110.32
	8/2/23 II	VV O	8/15/2023	08/15	5/2023						300408340		579.16
	8/2/23 II	VV 0	8/15/2023	08/15	5/2023	Phone	e Svc - Stn	51 - 8/2	2-9/1/	23 - Acct	409641681		213.39
	8/2/23	VV O	8/15/2023	08/15	/2023	Phone	e Svc - Sho	p - 8/2-	9/1/2	3 - Acct 3	00478773		271.35
199898 (INTAS CORP	_		2764	08/15/20	23	Claims	1		246.02	FLEET/FACILI	TIES - UNIF	ORMS
			05 - Clothir					7	1.03	Facilities	Uniforms		
)0 - Repair		int by othe	rs		9	5.03	Shop Lau	ndry - Towe	ls, Fender	Covers, Mate
)5 - Clothir		n /	_	• .•	7	9.96	Fleet Unil	forms		
			cvd Date 8/15/2023		2 Date 7/2023		iption Facilities U	Iniforms					Amount 246.02
199899 C	LAIBORNE LARRY		Ź	2765	08/15/20	23	Claims	1			RETIREE MED AUGUST 2023		IBURSEMENT ·
)6 - Post Re	etirem	ent Benefit	Paym	ents	16	4.90		ledicare Rei		2023
			cvd Date				iption					5	Amount
	ALIC 20	22 0	8/14/2023	00/74	(2000		e Medicare						164.90

VOUCHER APPROVALS

•						AF F 1A	JVALS				
ierce County Fire D	District #5						Tir	ne:	15:04:24	Date:	08/15/20
			08	/15/20	23 To	: 08/15	5/2023			Page:	
Voucher Claimant			Trans		Date	Туре	Acct #	Amou	nt Memo	5	
199900 COMCAST			2766	08/15							
155500 COMCAST	522 50 47	7 004 - Comi			/2023	Claims			5 FACILITIES -		
	JZZ JU 47	004 - Com	nunica	nions			10		TV - Stn 50 - 8	/9-9/8/23	3 - Acct
	500 EA 47	004 Cam		4:					60100829845		
	322 30 47	' 004 - Comr	munica	itions			18		TV - Stn 52 - 8	/16-9/15,	/23 - Acct
	522 50 47	' 004 - Comr							60100156660		
	JZZ JU 41	004 - Com	nunica	nions			10		TV - Stn 57 - 8	/8-9/7/23	3 - Acct
	522 50 47	' 004 - Comr		+1000					60100076454		
	JZZ JU 41	004 - Com	nunica	luons			73		TV - Stns 51,54		
	Invoico #	Rcvd Date			0			8/8-9/	7/23 - Acct 84	98300990	
,		08/14/2023		ie Date		cription	tn 50 - 8/9-9,	<i>(</i> 0 <i>(</i> 22) <i>A</i> -	_4		Amoun
		08/14/2023					tn 52 - 8/16-9				10.5 18.9
		08/14/202					tn 57 - 8/8-9/				10.5
		08/14/2023							5/8-9/7/23 - Ad	rct	73.38
199901 COPELAND			2767	08/15/		Claims	1	164.9	0 RETIREE MED AUG 2023	ICARE REII	MBURSEMEN
		006 - Post F		ient Ben	efit Payı	nents	164	90 Medic	are Reimburser	ment - Au	ig 2023
		Rcvd Date		e Date		cription					Amount
	AUG 2023	08/14/2023	3 08/1	4/2023	Med	icare Rei	mbursement	- Aug 202	3		164.90
199902 CURTIS LN (& SONS		2768	08/15/	2023	Claims	1	106.5	5 EMS - PO #41 #41113	1054; OPEF	RATIONS - PC
	522 20 49	012 - Contig	aencies	s			53	08 Equipr	nent Markers -	10 Ofv	
		011 - Equip			arts & s	upplies			nent Markers -		
		Rcvd Date		e Date		ription	50.	·· -quipi	HEIR WRANKERS -		Amount
		08/15/2023				•	arkers - EMS				53.47
	NV730138	08/15/2023	8 08/1	5/2023			arkers - 10 Q	ty			53.08
100000											
199903 DOBBS PETE	ERBILT - TAG	COMA	2769	08/15/	2023	Claims	1	1,867.90) FLEET - PO #4	1159	
ſ	500 CO 24										
		010 - Vehicl					1,867.	90 Fuel Pu	imp & Mountii	ng Gasket	: - E27
		Rcvd Date		e Date		ription					Amount
	SP 102305	08/15/2023	08/1	5/2023	Fuel	Pump &	Mounting Go	isket - E27			1,867.90
199904 EF RECOVER	χγ		2770	08/15/	2023	Claims	1	5 966 00		ст	
		005 - Contra				Cianns			EMS CONTRA		-
		Rcvd Date		e Date	-	ription	5,600.	JU Patient	Care Reports -	July 202.	
		08/15/2023					Reports - July	2022			Amount 5,866.00
						ni cure i		2025	· · · · · ·	. <u> </u>	3,000.00
199905 ESO SOLUTI	ONS INC	i	2771	08/15/2	2023	Claims	1	29,288.79	EMS CONTRA		RDS
		005 - Softwa	are Sub	scriptior	n Contra	octs	29,288.1	79 ESO EH	IR Suite - 9/8/2	3-9/7/24	
		Rcvd Date		e Date		ription					Amount
ESC	0-11//38	08/15/2023	08/15	5/2023	ESO I	EHR Suite	e - 9/8/23-9/	7/24			29,288.79
199906 FIDELITY SO	LUTIONS	;	2772	08/15/2	2023	Claims	1	17,304.12	COMMUNICAT DEPLOYMENT COMMUNICAT #41195	- REMAIN	ING BALANC
									#41195		
	522 28 25 (107 - Machir	neru ĝi	Fauinm	ont Com	munico	1 226 2	10 L	17 D P		
		007 - Machir 000 - Renaire							K Radio - U64	0.000	
		007 - Machir 000 - Repairs						0 Portabl	e Radio (#562C		
	522 28 48 (000 - Repairs	s & Ma	aintenano	ce by ot	hers	427.0	0 Portabl Trouble	e Radio (#562C shoot volume l	knob issu	e
	522 28 48 (s & Ma	aintenano	ce by ot	hers	427.0	0 Portabl Trouble 6 US Digi	e Radio (#562C shoot volume l tal Deploymen	knob issu t - Stn 53	e
	522 28 48 (522 50 63 (000 - Repairs 001 - Improv	s & Ma /ement	aintenand ts other f	ce by ot than Bld	hers gs.	427.0 19,396.6	0 Portabl Trouble 6 US Digi Only - I	e Radio (#562C shoot volume l tal Deploymen Remaining Bala	knob issu t - Stn 53 nce	e - Materials
	522 28 48 (522 50 63 (000 - Repairs	s & Ma /ement	aintenand ts other f	ce by ot than Bld	hers gs.	427.0 19,396.6	0 Portabl Trouble 6 US Digi Only - I	e Radio (#562C shoot volume l tal Deploymen Remaining Bala - Overpaymen	knob issu t - Stn 53 nce	e - Materials

erce County Fire [District #5					APPROV	Tim	e:	15:04:24	Date:	08/15/20
			08/	15/2023	3 To:	08/15/2	2023			Page:	
Voucher Claimant			Trans	C	Date	Туре	Acct #	Amount	Memo		
	522 50 63	8 001 - Impro	vement	s other t	han Bl	dgs.	-956.1	3 CREDIT Deployi	- Overpaymen ment	t - US C	Digital
	1716 1731 1732 1752	Rcvd Date 08/15/2023 08/15/2023 08/15/2023 08/15/2023 08/15/2023	08/15, 08/15, 08/15, 08/15,	/2023 /2023 /2023	US L CRE CRE Port	DIT - Overj DIT - Overj	oayment - U oayment - U (#562CQF0	S Digital D S Digital D	erials Only - Deployment Deployment Ibleshoot volun	ne	Amount 19,396.66 -2,799.79 -956.13 427.00 1,236.38
199907 GOODMAI	N CHRIS		2773	08/15/2	023	Claims	1	164.90	RETIREE MEDIC AUG 2023	CARE REI	MBURSEMEN
		006 - Post R	etireme	ent Benef	it Payr	nents	164.9	0 Medica	e Reimbursem	ent - Aı	ıg 2023
		Rcvd Date 08/14/2023		Date /2023		c ription icare Reiml	oursement -	Aug 2023			Amount 164.90
199908 GRAINGER			2774	08/15/20	023	Claims	1	925.25	FACILITIES - PC #41165	#41133	; FLEET - PO
	522 60 31	006 - Faciliti 010 - Vehicle							ck Battery Pacl ap for L Plunke		ty
9	780371820	Rcvd Date 08/15/2023 08/15/2023	08/15/	Date (2023 (2023	Door	r iption Lock Batte p Cap for L	ry Pack - 20				Amount 875.12 50.13
199909 HUGHES FI INC	re Equipmi	ENT 2	2775	08/15/20)23	Claims	1	4,072.04	FLEET - PO #41 #41130, #4113		132, #41097,
	522 60 31 522 60 31 522 60 31	010 - Vehicle 010 - Vehicle 010 - Vehicle 010 - Vehicle 010 - Vehicle	Parts & Parts & Parts &	& Supplie & Supplie & Supplie	25 25 25		294.5 711.2 474.2	7 Coolant 9 Velcro S 7 RPM Ga	r Control Mod Level Sensors traps for Pony uge - E20 ndow Switch -	- 2 Qty Line - 24	- Stock, E29
	Invoice # 595219 594633 594815 595284	Rcvd Date 08/15/2023 08/15/2023 08/15/2023 08/15/2023 08/15/2023	Due 08/15/ 08/15/ 08/15/ 08/15/	Date 2023 2023 2023 2023 2023	Desc Gove Coold Velcr RPM	ant Level Se o Straps foi Gauge - E2	ol Module - I ensors - 2 Qi • Pony Line -	E27 ty - Stock,		,	Amount 2,525.57 294.57 711.29 474.27 66.34
199910 INTERSTATE OLYMPIA	BATTERIES	OF 2	776	08/15/20	23	Claims	1	1,841.68	FL EE T - PO #41'	153	
	Invoice #	010 - Vehicle Rcvd Date 08/15/2023	Due	Date	Desci	r iption ries - 31-A	1,841.68 GM7 - 4 Qty		- 31-AGM7 - 4	l Qty	Amount 1,841.68
199911 LAWSON PI	RODUCTS	2	777 (08/15/20	23	Claims	1		Facilities - Po #41059, #40974		
	522 50 31 (006 - Facilitie	s Opera	ating Sup	plies		1,022.57	' Push But	ton Safety Air (ray Bottle		
	522 60 31 (010 - Vehicle	Parts 8	2 Supplie	s		290.15	Visa Seal	Ring, Visa Sea Jobber Drill Bil		onnector,
	522 60 31 (010 - Vehicle 010 - Vehicle		•••				Lawson	Class B 3 Shelf Nano Rings, Un		Clevis Pins, U
93 93	10785651	Rcvd Date 08/15/2023 08/15/2023 08/15/2023	08/15/2	2023 2023	Push . Visa S	t iption Button Safe Seal Ring, V on Class B S	'isa Seal But	ler, Ceram	ic Detail Spray		Amount 1,022.57 290.15 266.05
93		08/15/2023	00, 10, 2		Lawsc		o sneq				200.00

		V	OUCH	ER A	PPRC	VALS					
erce County Fire District #5		00/	15 (2022) т _а .	09/15		me:		15:04:24		08/15/202
		06/	15/2023	5 10:	08/15/	2023				Page:	
Voucher Claimant		Trans	D	Date	Туре	Acct #		Amount	Memo		
199912 LIFE ASSIST INC		2778	08/15/20		Claims	1		1,887.08	MEDICAL SU #99007536	JPPLIES - P	O #99007531,
	002 - Medic 002 - Medic							Veni-Ga	ck Vacutaine Ird Site Dres e Display		g Vision
1348762	Rcvd Date 08/15/2023 08/15/2023	08/15		Luer		utainer Ho e Dressings			Reusable Di	splay	Amount 48.46 1,838.62
199913 MACDONALD MILLER FACILITY SOLUTIONS L	LC	2779			Claims	1			Facilities -		
	000 - Repair <i>Rcvd Date</i>		int by othe Date		ription	99	9.70	Mini-Sp	lit Making N	loise - Stn	-
	08/15/2023				-	king Noise	- Stn	51 Gym			Amount 999.70
199914 MCKESSON MEDICAL SURGICAL	i	2780	08/15/20	023	Claims	1		837.96	MEDICAL SL	JPPLIES - P	O #99007520
	002 - Medica	al; repla	acement i	tems		83	7.96	IStat Ca	rtridge - CG4	4 CRD - 2	Boxes
	Rcvd Date 08/15/2023		2 Date 5/2023		ription Cartridae	e - CG4 CR					Amount 837.96
199915 MCKINSTRY CO LLC 522 50 48	2 000 - Repair	2781 & Mai	08/15/20		Claims	1			FACILITIES - ncy HVAC Sv		7
Invoice #	Rcvd Date 08/15/2023	Due	e Date	Desc	ription qency H\	AC Svc - S		_	icy HVAC SV	- 301 91	Amount 606.03
199916 PACIFIC WELDING SUP INC	PLIES 2	2782	08/15/20)23	Claims	1		315.44	MEDICAL OX	(YGEN - CL	IST #C2609
522 70 31	002 - Medica	al; repla	acement i	tems		315	5.44	Medical	Oxygen - Cu	ust #C260	9
Invoice # 0001925883	Rcvd Date 08/15/2023		Date /2023		r iption cal Oxyge	en - Cust #(C260	9			Amount 315.44
199917 PENINSULA LIGHT CO - ELECTRIC	- 2	2783	08/15/20	23	Claims	1	1	,436.18	Facilities -	UTILITIES	
522 50 47	001 - Electric	city				350		Svc - Str 1152140	1 55 - 7/1-8/ 1414029	1/23 - Acc	t
522 50 47	001 - Electric	ity				1,085	5.31		50 - 7/1-8/	1/23 - Acc	t
Invoice # 8/1/23 INV 8/1/23 INV		08/15/		Svc -		7/1-8/1/23 7/1-8/1/23					Amount 350.87 1,085.31
199918 PINERO CRYSTAL 522 70 43	2 000 - Travel	2784	08/15/20	23	Claims	1 2,473	3.48 -	Tuition, I	TRAINING TR Hotel, AirFard - 5/3-5/7/23	e - MSOC	IBURSEMENT Conf - New
Invoice # 7/10/23 REIMB			Date /2023		ription n, Hotel, .	AirFare - M			New York, N		Amount 2,473.48
199919 PRINTING SERVICES 522 14 31 (2 001 - Office S		08/15/20. es	23	Claims	1 94			OFFICE SUPP Cards - J Co		41147 ire Inspector -
Invoice # 93835	Rcvd Date 08/15/2023				iption ess Cards	- J Coverd		-	ector - 500 Q	ty	Amount 94.88
Invoice #	000 - Vehicle Rcvd Date	Repair Due	Date	t. by O Descr	iption				FLEET - PO #4 or Rebuild - 1		Amount
2-059375	08/15/2023	08/15/	/2023	Altern	ator Reb	uild - T12					332.19

erce County Fire District #5	09/15/2			Tim	e:	15:04:24		08/15/2
	00/15/2	.023 10	08/15/2	2023			Page:	
Voucher Claimant	Trans	Date	Туре	Acct #	Amount	Memo		
199921 SATTERLEE MD PS	2787 08/1	15/2023	Claims	1	1,200.00	EMS CONSUL	TANT	
	- Consultants; Medi	cal Advisc	or	1,200.0		nsultant - 6.0		July 2023
Invoice # Rcv			cription					Amou
2500 08/1	5/2023 08/15/2023	B EMS	Consultan	t - 6.0 Hour	s - July 202	3		1,200.0
199922 STATE AUDITORS OFFICE		5/2023	Claims	1	6,853.35	FINANCE - AU	JDIT	
522 14 41 001 -	Professional Servic	es-Audit,	etc.	6,853.3	35 Federal	& Financial A	udit - Au	ıdit #63850
Invoice # Dev		_			July Svcs	i		
Invoice # Rcva L156219 08/1	i Date Due Date 4/2023 08/14/2023		cription pral & Final	ncial Audit .	Audit #62	350 - July Svc	-	Amour 6,853.3
					Audit #030	<u> </u>	5	0,000.0
199923 TELEFLEX LLC		5/2023	Claims	1		MEDICAL SUF		O #99007 539
	Medical; replacem		• •	562.5	50 EZ-10 15	MM Needles	5 - 1 Box	
Invoice # Rcvd 9507301824 08/1	Date Due Date 5/2023 08/15/2023		c ription 0.15MM N	eedles - 1 B	av			Amoun 562.5
	-,		U I JEIE IV	eeules - T Di	x			202.20
199924 TITUS WILL FORD	2790 08/1	5/2023	Claims	1	1,281.41	FLEET - CREDI FLEET - PO #4 #41179		
522 60 31 010 -	Vehicle Parts & Sup	oplies		-441 2	0 Core Ret			
	Vehicle Parts & Sup					air Pipes - Ste	ock	
	Vehicle Parts & Sup			310.3	8 Oil Filter	s for Stock -	12 Otv	
	Vehicle Parts & Sup					rs - 6 Qty - S		
	Vehicle Repairs & N		Others		5 Exhaust l			
Invoice # Rcvd CM268554E 08/1	Date Due Date 4/2023 08/14/2023		ription					Amoun
CM294586F 08/1-	4/2023 08/14/2023 4/2023 08/14/2023		it - Core Re it - Core Re					-110.30
CM293463F 08/14	4/2023 08/14/2023	Cred	it - Core Re					-110.30 -110.30
CM293203F 08/14	4/2023 08/14/2023		it - Core Re					-110.30
294499F-1 08/11 FOCS189243 08/11	5/2023 08/15/2023 5/2023 08/15/2023		ge Air Pipe ust Leak - l					124.09
	5/2023 08/15/2023			562 ock - 12 Qty	,			692.85 310.38
295551F 08/1	5/2023 08/15/2023		Filters - 6 C					595.29
199925 WATERSHED LLC	2791 08/15	5/2023	Claims	1	63.62	LOGISTICS - PO	C #40761	
522 22 20 005 -				63.6		to DC Peters		n Jacket
Invoice # Rcvd			ription					Amount
0086805-IN 08/15	0/2023 08/15/2023	Upgr	ades to DC	Peterson's l	Rain Jacket			63.62
199926 WESTBAY AUTO PARTS	2792 08/15	6/2023	Claims	1	133.15	LEET - PO #41	148	
522 60 31 010 -	Vehicle Parts & Sup	plies		133.1	5 Fuel Filter			
Invoice # Rcvd			ription					Amount
	/2023 08/15/2023	Fuel I	Filter - A17					133.15
199927 WHISTLE WORKWEAR	2793 08/15	/2023	Claims	1	218.38	JNIFORMS - P	O #41158	
522 22 20 005 -				218.38		okout Boots		
Invoice # Rcvd			iption					Amount
INV2070004257 08/15	12023 08/15/2023	Dann	er Lookout	Boots - PM	Metters			218.38
199928 WILCO	2794 08/15	/2023	Claims	1	69.69	JNIFORMS - P	O #41193	
522 22 20 005 - 0	Clothing					oes - R Kress		
Invoice # Rcvd			iption					Amount
642130/5 08/15	/2023 08/15/2023	Statio	n Shoes - R	Kress				69.69
199929 WILLIAMS OIL FILTER SERVICE	E 2795 08/15	/2023	Claims	1	714 29 1	LEET - PO #41	180	
	/ehicle Parts & Supr					hission Tubin		
		ondo		1 17.4-2	40 HOUSE			

VOUCHER APPROVALS

		UCHER						
erce County Fire District #5				Tim	e:	15:04:24	Date:	08/15/20
	08/1	5/2023 To	: 08/15/	2023			Page:	
Voucher Claimant	Trans	Date	Туре	Acct #	Amount	Memo		
658863 658860 658862		2023 HI	Transmissi Temp Hose urned Hi Te		Stock			714.29 903.9 <u>9</u> -903.99
199930 ZOLL MEDICAL CORPORATION	2796 (8/15/2023	Claims	1	3,285.71	MEDICAL SU #99007499, #		
522 70 31 522 70 31	002 - Medical; replac 002 - Medical; replac 002 - Medical; replac 002 - Medical; replac	ement items ement items		1,374.1 1,383.7	14 Lithium 79 Resqpoo	Paper - 10 B Batteries - 3 d ITD 10 - 10 dz Electrodes	Qty Qty	
3773973 3752981 3776336	Rcvd Date Due L 08/15/2023 08/15/20 08/15/2023 08/15/2 08/15/2023 08/15/2 08/15/2023 08/15/2 08/15/2023 08/15/2	023 The 023 Lith 023 Res	cription rmal Paper ium Batteri apod ITD 10 i-Padz Elec	- 10 Boxes es - 3 Qty				Amount 241.10 1,374.14 1,383.79 286.68
		Vouchers:		-	90,638.15			

Chair

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 Pierce County Fire District #5 and that I am authorized to authenticate and certify to said claim.

District Secretary

Date

VOUCHER APP	PROVAL:		Ē		Augus APPROVED B	
PAYROLL:				D	ollar Amount	TOTAL
Voucher Nos:	199841 (Benefit & Lo	through 1 &I Monthly Paymen	99857 t)	\$	934,096.75	\$ 934,096.75
	A	CH Payroll Transf	er Amount:	\$	1,053,746.26	\$ 1,053,746.26
	941 A0	CH Payroll Transf	er Amount:	\$	229,214.25	\$ 229,214.25
		Wire Fees Transf	er Amount:	\$	80.00	\$ 80.00

GRAND TOTAL ACCOUNTS PAYABLE & PAYROLL: \$ 2,217,137.26

erce Cou	nty Fire District #5		OUCHER	_	Tir	ne:	11:41:28		08/07/2023
		08,	/25/2023 To	: 08/25/2	2023			Page:	1
Voucher	Claimant	Trans	Date	Туре	Acct #	Amount	Memo		
199841	AFLAC	2681	08/25/2023	Payroll	1	2,283.09			
199842	BHT BUSINESS SERVICES INDUSTRY	2682	08/25/2023	Payroll	1	7,754.91			
199843	COLUMBIA BANK	2683	08/25/2023	Payroll	1	22,942.57			
199844	DEPT LABOR & INDUSTRIES	2684	08/25/2023	Payroll	1	87,722.31			
199845	EMPLOYMENT SECURITY DEPT - PFMLA	2685	08/25/2023	Payroll	1	12,680.22			
199846	GHFFU HEALTH & WELFARE	2686	08/25/2023	Payroll	1	97,842.64			
199847	KEY BANK - DECISION POINT	2687	08/25/2023	Payroll	1	209,687.71			
199848	KEY BANK - FIDELITY	2688	08/25/2023	Payroll	1	15,207.52			
199849	LOCAL 3390 GHFUHW TRUST	2689	08/25/2023	Payroll	1	206,008.17			
199850	Local 3390 GHFUHW Trust	2690	08/25/2023	Payroll	1	16,990.74			
199851	THE HARTFORD	2691	08/25/2023	Payroll	1	7,160.72			
199852	TRUSTMARK VOLUNTARY BENEFITS	2692	08/25/2023	Payroll	1	6,687.15			
199853	VISION SERVICE PLAN - AT	2693	08/25/2023	Payroll	1	69.45			
199854	WA CARES FUND - LTC	2694	08/25/2023	Payroll	1	2,623.59			
199855	WASHINGTON PER SYSTEM EMP	2695	08/25/2023	Payroll	1	21,197.85			
199856	WASHINGTON STATE TREASURER	2696	08/25/2023	Payroll	1	19,950.00			
199857	WLEO & FFR SYSTEM EMPE	2697	08/25/2023	Payroll	1	197,288.11			

Total Vouchers:

934,096.75

Pierce County Fire District #5	VOU	CHER A	11:41:28	Date:	08/07/2023			
·····	08/25/	2023 To:	08/25/2	Tim 2023			Page:	2
Voucher Claimant	Trans	Date	Туре	Acct #	Amount	Memo		
Commissioner Signatures:								
Chair								
	<u> </u>	_						

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 Pierce County Fire District #5 and that I am authorized to authenticate and certify to said claim.

District Secretary

=

Date



Pierce County Fire Protection District #5 Monthly Financial Dashboard Report Jul-2023 July 31, 2023

OPERATING REVENUES	Amended Budget	July	YTD	% of Budget	
Taxes	32,153,373	96,226	17,630,682	54.83%	
Intergovernmental	1,744,125	105,111	1,711,779	98.15%	
Charges for Service	1,674,399	245,056	1,359,439	81.19%	1
Other/Non-Revenue	142,135	18,182	172,266	121.20%	Expected
Transfers/BFB Carryover	1,175,243	-	-	0.00%	Budget Amendment Items
Total Revenues:	36,889,275	464,575	20,874,166	56.59%	Expected
OPERATING EXPENSES:	Amended Budget	July	YTD	% of Budget	Highlights:
Salaries	22,983,970	, 1,686,651	12,549,813	54.6%	
Benefits	6,885,138	517,683	3,777,650	54.9%	·
Supplies	1,959,898	170,162	786,028	40.1%	
Services	3,731,016	208,807	1,597,168	42.8%	
Capital Improvements	1,011,000	89,145	581,217	57.5%	
Debt Service	1,011,000	89,145	561,217	0.0%	N/A
Transfers	-	-	-	0.0%	
Total Expenses:	- 36,571,022	- 2,672,447	- 19,291,875	52.8%	
lotal Expenses:	36,571,022	2,672,447	19,291,875	52.8%	Expected
EXPENSES BY DIVISION:	Amended Budget	July	YTD	% of Budget	
Legislative	381,694	17,482	175,075	45.9%	
Finance & Admin	2,350,674	150,312	1,128,877	48.0%	•
Operations	24,776,080	1,822,253	13,008,534	52.5%	Expected
Logistics	6,631,065	544,365	3,377,651	50.9%	Expected
Health & Safety	2,127,666	112,783	1,388,105	65.2%	Expected
Capital/Bond	303,843	25,253	213,634	70.3%	Expected
Total Expenses:	36,571,022	2,672,447	19,291,875	52.8%	Expected
CAPITAL FUND (BOND):		t. b.	YTD	0/ of Dudget	11:
	Amended Budget	July		% of Budget	
Project Management	501,343	-	5,483	1.1%	
Training Campus	8,005,845	80,975	957,494	12.0%	Expected
Station 57	244,291	5,622	166,842	68.3%	Expected
Station 53	100,458	416	155,634	154.9%	·
Station 51	749,432	3,360	3,360	0.4%	
Total Capital Projects:	9,601,369	90,373	1,288,813	13.4%	Expected
ENDING CASH:	12/31/2022		7/31/2023	12/31/2021	Highlights:
General Expense	12,624,848		12,792,612	11,941,200	
Reserve Fund	6,961,915		8,399,646	6,847,720	
Capital Fund*	50,139,722		50,362,306		*Restricted use for eligible projects
•	50,139,722		1,053,871	-	Restricted use for eligible projects
Dobt Eurod (CO DOND)	1/7 711				
Debt Fund (GO BOND)	143,711 110,878			- רדד 10/ ר	*Postrictod GUENAO is Load Agas
Debt Fund (GO BOND) PCSORT* Total:	110,878		106,810	- 134,772 18,923,692	*Restricted, GHFMO is Lead Agency



Gig Harbor Fire & Medic One

RESOLUTION 2023-09 August 22, 2023

BE IT RESOLVED that the Board of Fire Commissioners of Pierce County Fire Protection District No. 5 hereby adopts the following resolution authorizing the acquisition of personal property and execution of a financing contract and related documentation relating to the acquisition of said personal property.

WHEREAS, <u>Pierce County Fire Protection District No. 5 d/b/a Gig Harbor Fire &</u> <u>Medic One</u> (the "Local Agency") has executed a Notice of Intent to the Office of State Treasurer, in the form of Exhibit A (the "NOI") to the form of Local Agency Financing Contract attached hereto (the "Local Agency Financing Contract"), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the <u>Board of Fire Commissioners</u> of the Local Agency that the Local Agency acquire the equipment and/or personal property identified in the NOI (the "Property"); and

WHEREAS, it is deemed necessary and advisable by the <u>Board of Fire Commissioners</u> of the Local Agency that the Local Agency enter into the Local Agency Financing Contract with the Office of the State Treasurer in an amount not to exceed \$2,145,000, plus related financing costs, in order to acquire the Property and finance the acquisition of the Property;

WHEREAS, the Local Agency will undertake to acquire the Property on behalf of and as agent of the Washington Finance Officers Association (the "Corporation") pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individuals set forth in Exhibit C to the form of Local Agency Financing Contract as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (each an "Authorized Agency Representative");

NOW, THEREFORE, BE IT RESOLVED, by the <u>Board of Fire Commissioners of Gig</u> <u>Harbor Fire & Medic One</u> as follows:

Section 1. The individuals holding the offices or positions set forth in Exhibit C to the form of Local Agency Financing Contract are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. A minimum of two (2) Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Financing Contract attached hereto is hereby approved. The Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$2,145,000, plus

related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, for the acquisition of the Property and financing of the acquisition of the Property.

Section 3. The Local Agency hereby authorizes the acquisition of the Property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

Section 4. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the Property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

Section 5. This resolution shall become effective immediately upon its adoption.

Approved at a regular meeting of the Board of Fire Commissioners, Pierce County Fire Protection District No. 5, this 22nd day of August, 2023.

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 5
Chairman
Commissioner
Commissioner
Commissioner
Commissioner

District Secretary

Attest:

LOCAL AGENCY FINANCING CONTRACT, SERIES 2023C (Personal Property)

by and between the

STATE OF WASHINGTON

and

Pierce County Fire Protection District 5, Pierce County, Washington a municipal corporation ("Local Agency")

Relating to

State of Washington Certificates of Participation, Series 2023C (State and Local Real and Personal Property)

Dated as of November 15, 2023

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Exhibit A – Notice of Intent

Exhibit B – Personal Property Certificate Exhibit C – Certificate Designating Authorized Agency Representatives Exhibit D – Schedule of Agency Installment Payments

LOCAL AGENCY FINANCING CONTRACT (Personal Property)

This Local Agency Financing Contract (the "Local Agency Financing Contract"), is entered into by and between the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), and the Local Agency (as defined on the cover hereto), a municipal corporation of the State (the "Local Agency").

RECITALS

The Parties are entering into this Local Agency Financing Contract based upon the following facts and expectations:

1. Chapter 39.94 RCW (the "Act") authorizes the State to enter into financing contracts for itself, including for state agencies, departments or instrumentalities, the state board for community and technical colleges, and any state institution of higher education (defined in Appendix 1 as "State Agencies"), for the use and purchase of real and personal property by the State; and

2. the Act also authorizes the State to enter into financing contracts on behalf of certain "other agencies" (defined in Appendix 1 as "Local Agencies"), including the Local Agency, for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

3. the Act authorizes the State Finance Committee to consolidate existing or potential financing contracts into master financing contracts with respect to property acquired by one or more State Agencies or Local Agencies (together, "Agencies"); and

4. Chapter 43.33 RCW provides that the State Treasurer shall act as chair of the State Finance Committee and provide administrative assistance for the State Finance Committee, and the State Treasurer on behalf of the State Finance Committee has established a consolidated program for the execution and delivery of certificates of participation in master financing contracts in series from time to time in order to provide financing or refinancing for the costs of acquisition of such real and personal property by Agencies; and

5. the State Finance Committee has approved the form of this Local Agency Financing Contract by Resolution No. 1190 adopted on October 31, 2016; and

6. simultaneously with the execution and delivery of this Local Agency Financing Contract, the State is entering into a Master Financing Contract, dated as of the Dated Date (the "Master Financing Contract") with the Washington Finance Officers Association (the "Corporation"), a Washington nonprofit corporation, to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

7. the Local Agency has determined that it is necessary and desirable to enter into this Local Agency Financing Contract, in conjunction with the State's entry into the Master Financing

Contract, to obtain financing or refinancing for the costs of acquisition of certain items of personal property described in Exhibit B (the "Property"), by the Local Agency;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS

Section 1.1 <u>Definitions, Construction, Miscellaneous Provisions, Supplements</u>. Appendix 1 is incorporated as part of this Local Agency Financing Contract by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Local Agency Financing Contract; (ii) certain rules for interpreting this Local Agency Financing Contract; (iii) miscellaneous technical provisions that apply to this Local Agency Financing Contract; and (iv) rules on how this Local Agency Financing Contract may be amended or supplemented.

Section 1.2 <u>Notice of Intent, Personal Property Certificate and Certificate Designating</u> <u>Authorized Local Agency Representative</u>. Exhibits A, B, C and D to this Local Agency Financing Contract are incorporated as part of this Local Agency Financing Contract by this reference. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C. That Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on that Certificate is sufficient to bind the Local Agency under this Local Agency Financing Contract with respect to any of the undertakings contemplated herein.

Section 1.3 <u>Performance by Representatives</u>. Any authority granted or duty imposed upon the State hereunder may be undertaken and performed by the State Treasurer or the Treasurer Representative. Any authority or duty imposed upon the Local Agency hereunder may be undertaken and performed by the Authorized Agency Representative.

Section 1.4 <u>Installment Sale and Purchase of Property</u>. The State agrees to sell to the Local Agency, and the Local Agency agrees to purchase from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits from the Property, subject to the security interest granted pursuant to Section 2.4.

Section 1.5 <u>Agency Installment Payments</u>. In consideration of the sale of the Property and the covenants and agreements of the State in this Local Agency Financing Contract, the Local Agency promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D; and (b) all Additional Costs incurred by the State in connection with the sale of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series Agreements, within 30 days following receipt of an invoice from the State that includes (i) a brief description of each Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.6 <u>Term</u>. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 hereof.

ARTICLE II SALE AND PURCHASE OF PROPERTY

Section 2.1 <u>Local Agency Financing Contract Consolidated with Master Financing</u> <u>Contract</u>. The Local Agency acknowledges that the State Treasurer, acting on behalf of the State Finance Committee, has consolidated this Local Agency Financing Contract with the Master Financing Contract pursuant to RCW 39.94.030(1)(a).

Section 2.2 <u>Appointment as Agent; Acquisition of Property; Revision and Substitution</u> <u>of Property</u>.

(a) *Appointment as Agent*. The Local Agency accepts its appointment in the Master Financing Contract as agent of the Corporation in connection with the acquisition of the Property, and acknowledges that such appointment is irrevocable and shall not be terminated by any act of the Local Agency, the State Treasurer or otherwise.

(b) Acquisition of Property. The Local Agency agrees that (i) it has caused or will cause the Property to be acquired, as agent for the Corporation, with all reasonable dispatch; (ii) it will negotiate or call for bids for the purchase of the Property in accordance with the requirements and limitations, if any, imposed by State or local law with respect to the purchase of such Property by such Local Agency; (iii) it will make, execute, acknowledge and deliver any contracts, agreements, orders, receipts, documents, writings or instructions with or to any Person and do all other things that may be necessary or desirable to acquire the Property; and (iv) it will pay or cause to be paid the Costs of Acquisition of the Property from funds available to it pursuant to this Local Agency Financing Contract and the Master Financing Contract. The Local Agency shall file requisitions with the State Treasurer for the Acquisition Costs of the Property or reimbursement therefor in such form as the State Treasurer shall reasonably require. Neither the Corporation nor the State shall have any responsibility, liability or obligation with respect to the selection or procurement of any of the Property.

(c) *Revision and Substitution of Property*. The Local Agency, with the prior written consent of the State Treasurer, may revise any item of Property to be financed or refinanced and acquired pursuant hereto, or the description thereof; *provided*, that (i) such item of Property as so revised shall satisfy the requirements under this Local Agency Financing Contract and the Master Financing Contract with respect to the substitution of Property previously acquired; (ii) the Costs of Acquisition of such item of Property shall not be materially reduced thereby; and (iii) any such

revision shall not relieve the Local Agency of its obligation to acquire the Property in accordance herewith and with the Master Financing Contract.

After acquisition of an item of Property, the Local Agency, with the prior written consent of the State Treasurer as agent for the Corporation, may substitute for an item of Property acquired pursuant to this Local Agency Financing Contract other personal property by filing with the State Treasurer a certificate of the Local Agency stating that such substitute Property (i) has a remaining useful life equal to or greater than the Property for which it is being substituted; (ii) has a fair market value equal to or greater than the fair market value of the item of Property for which it is being substituted; (iii) is free and clear of all liens and encumbrances except a first priority security interest in favor of the Corporation under the Master Financing Contract; (iv) is essential to the Local Agency's ability to carry out its governmental functions and responsibilities; and (v) is expected to be used by such Local Agency for the term of this Local Agency Financing Contract. The State Treasurer's consent to any such substitution as agent for the Corporation will be conditioned upon receipt by the State Treasurer of an Opinion of Counsel to the effect that such substitution will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code. The State Treasurer also may require the Local Agency to reimburse the State Treasurer for all costs incurred, if any, to obtain such Opinion of Counsel.

Payment for Property if Acquisition Fund Not Sufficient. If money in the (d) Acquisition Fund allocable to the Local Agency is not sufficient to pay the Acquisition Costs of the Property in full, the Local Agency shall cause the Acquisition Costs of such Property in excess of the allocable amount in the Acquisition Fund to be paid from other money of such Local Agency. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund makes any representation or warranty, either express or implied, that the money which will be deposited into the Acquisition Fund allocable to the Local Agency will be sufficient to pay the Acquisition Costs of the Property. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund shall have any obligation or liability for the payment of the Acquisition Costs of the Property other than from the proceeds of the Certificates and any other amounts that may be provided by the Local Agency. If the Local Agency shall pay or cause the payment of any Acquisition Costs in excess of the allocable amounts in the Acquisition Fund available for such purpose from other funds, the Local Agency shall not be entitled to any reimbursement from the Corporation or the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund for such payments, nor shall the Local Agency be entitled to any diminution, reduction, abatement, postponement, counterclaim, defense or set-off of the Agency Installment Payments, Additional Costs or other amounts otherwise required to be paid hereunder.

Section 2.3 <u>Title to the Property</u>. All right, title and interest in and to the Property shall transfer to and be vested in the Local Agency from the State without any further action by the Local Agency or the State immediately upon the acquisition thereof by the Local Agency as agent for the Corporation or reimbursement to the Local Agency for the Acquisition Costs thereof; provided, that the State and the Local Agency shall take such action and execute such documents (including without limitation bills of sale and other title documents) as may be deemed necessary or desirable by the State or the Local Agency to evidence and confirm such transfer of title pursuant to this Local Agency Financing Contract.

The State assigns to the Local Agency during the term hereof, for so long as no Agency Event of Default, Event of Default or other event permitting termination of this Local Agency Financing Contract has occurred and is continuing hereunder, all representations, warranties and guaranties, if any, express or implied, with respect to the Property from the manufacturers, suppliers and vendors thereof, subject, however, to a reservation by the State and the Corporation of a right to independently enforce such warranties and guaranties.

Title to any and all additions, modifications, improvements, repairs or replacements to the Property shall be vested in the Local Agency, subject to the security interest of the Corporation until payment of all amounts due and owing with respect to such Property under this Local Agency Financing Contract.

Any Property constituting a motor vehicle subject to registration with the State Department of Licensing shall be registered with the Local Agency as the registered and legal owner thereof.

Section 2.4 <u>Security Interests</u>.

(a) *State Security Interest.* In order to secure the payment and performance by the State of its obligations under the Master Financing Contract, the State has granted to the Corporation a lien on and security interest in all right, title and interest of the State, whether now owned or hereafter acquired, in and to the Property and this Local Agency Financing Contract, including without limitation the Agency Installment Payments and all proceeds thereof. The Local Agency agrees to such grant and that its right, title and interest in and to the Property is subject to such first priority lien and security interest.

(b) Local Agency Security Interest. In order to secure the payment and performance by the Local Agency of its obligations under this Local Agency Financing Contract, the Local Agency grants to the Corporation a lien on and security interest in all right, title and interest of the Local Agency, whether now owned or hereafter acquired, in and to the Property. Accordingly, this Local Agency Financing Contract constitutes a security agreement. The Local Agency acknowledges and agrees that each provision of this Local Agency Financing Contract is also a provision of the security agreement.

If required by the Corporation, the Local Agency will execute and deliver to the Trustee such security agreements, financing statements and/or other instruments covering the Property and all accessions thereto.

Section 2.5 <u>Disclaimer of Warranties</u>. The Local Agency acknowledges and agrees that the Property is of a nature, size, design and capacity selected by the Local Agency pursuant to its own specifications, and not by the State or the Corporation, and that neither the State nor the Corporation is a manufacturer, supplier or a vendor of such Property.

The Corporation makes no warranty or representation, either express or implied, and assumes no responsibility, liability or obligation, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Property, or as to the title thereto, or for the enforcement of the manufacturers', suppliers' or vendors' representations or warranties or guaranties, or any other representation or warranty with respect to the Property. In no event shall the Corporation be liable or responsible for any incidental, indirect, special or consequential

damages in connection with or arising out of this Local Agency Financing Contract or the use by the Local Agency of the Property.

ARTICLE III

AGENCY INSTALLMENT PAYMENTS; CONDITIONAL PAYMENT BY STATE; FULL FAITH AND CREDIT OBLIGATION

Section 3.1 <u>Agency Installment Payments</u>. Each Agency Installment Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D to this Local Agency Financing Contract. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Local Agency absent manifest error. Each Agency Installment Payment shall be paid to or upon the order of the State Treasurer by electronic funds transfer (or by other means acceptable to the State Treasurer) in lawful money of the United States of America at such place as the State Treasurer shall direct in writing not less than 10 Business Days prior to the Agency Installment Payment Date. Payments of Additional Costs shall be made to or upon the order of the State Treasurer. Each Agency Installment Payment shall be applied first to the Agency Interest Component, and then to the Agency Principal Component.

Section 3.2 <u>Sources of Payment of Agency Installment Payments</u>.

(a) Local Agency Financing Contract. The Local Agency acknowledges and agrees that the State is acquiring the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution hereof, the State shall execute and deliver the Master Financing Contract pursuant to which the State agrees to make Installment Payments for the acquisition of the Property for and on behalf of the Local Agency, at such times and in such amounts as provided therein, which will be sufficient in the aggregate to pay the Purchase Price of the Property to be acquired by the State for and on behalf of the Local Agency, and interest thereon. The Local Agency pledges its full faith and credit to make the Agency Installment Payments that are required to be paid under this Local Agency Financing Contract.

Installment Payments allocable to the Purchase Price of the Local Agency Property and interest thereon shall be payable by the State solely from Agency Installment Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in Sections 3.2(c) and 3.2(d) of the Master Financing Contract and Sections 3.2(b) and 3.2(c) of this Local Agency Financing Contract.

(b) Intercept of Local Agency Share of State Revenues. In the event that the Local Agency fails to make any payment due under this Local Agency Financing Contract, pursuant to RCW 39.94.030(1), the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency; but (i) only if the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law, and (ii) only to the extent the Local Agency is otherwise entitled to receive such share of State revenues or other amounts. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer pursuant to this Section 3.2(b) shall be applied to make any such payment due under this Local Agency Financing Contract on behalf of the Local Agency,

or to reimburse the State for any such payment made pursuant to Section 3.2(c). The Local Agency authorizes, approves and consents to any such withholding.

(c) Conditional Payment of Local Agency Installment Payments. Upon the failure of the Local Agency to make any Agency Installment Payment at such time and in such amount as required pursuant to this Local Agency Financing Contract, the State shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Installment Payment Fund (established under the Master Financing Contract) on behalf of such Local Agency within 15 Business Days after such Agency Installment Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than 10 Business Days after such Agency Installment Payment Rate. Anything herein to the contrary notwithstanding, failure of the Local Agency to reimburse the State for any such payment shall not constitute an Agency Event of Default, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable, including, but not limited to, actions for specific performance, injunction and/or the recovery of damages.

(d) *Payments by Local Agency Treasurer*. The treasurer of the Local Agency shall establish and/or maintain a special fund in the "bonds payable" category of accounts of the Local Agency for the purposes of paying the Local Agency's Agency Installment Payments and Additional Costs. The treasurer of the Local Agency shall remit each Agency Installment Payment to the State on each Agency Installment Payment Date and any Additional Costs when due hereunder from any legally available funds of the Local Agency.

Section 3.3 <u>No Set-Off.</u> The obligation of the Local Agency to make Agency Installment Payments from the sources set forth herein and to perform its other obligations hereunder shall be absolute and unconditional. The Local Agency shall make Agency Installment Payments as and when the same shall become due without diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against or among the State, the Corporation, the Trustee, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in this Section 3.3 shall be construed to release or excuse the State from the observance or performance of its obligations hereunder.

Section 3.4 <u>Assignments by the Corporation</u>. The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of this Local Agency Financing Contract, the Corporation will unconditionally assign to the Trustee pursuant to the Master Assignment, without recourse, (i) all of its rights to receive the Installment Payments under the Master Financing Contract, (ii) all of its remaining right, title and interest in, to and under the Master Financing Contract and this Local Agency Financing Contract, and in and to the Property (including any security interest therein), in consideration for the payment by the Trustee to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State and the Corporation have acknowledged and agreed that such assignment by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such assignment the Corporation shall cease to have any rights or obligations under the Master Financing Contract or with respect to the Property, and the Trustee shall thereafter have all the rights and obligations of the Corporation under the Master Financing Contract as if the Trustee

had been the original party thereto. Except where the context otherwise requires, every reference in the Master Financing Contract and this Local Agency Financing Contract to the Corporation shall be deemed to be a reference to the Trustee in its capacity as assignee of the Corporation.

ARTICLE IV OPTIONAL PREPAYMENT OF AGENCY INSTALLMENT PAYMENTS

Section 4.1 <u>Optional Prepayment</u>.

(a) The Local Agency may, at its option and upon approval of the State Treasurer, prepay its Agency Installment Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State to provide for the payment or defeasance of the portion of its Installment Payments corresponding thereto in accordance with Section 4.1(a) or 4.1(b), respectively, of the Master Financing Contract, and to pay any Additional Costs in connection therewith.

(b) The Local Agency shall provide the State Treasurer with not less than 60 days' prior written notice of its intention to prepay any of its Agency Installment Payments, which notice shall specify the date of the date of such prepayment, and the amount and the Agency Installment Payment Dates of the Agency Installment Payments to be prepaid. The State Treasurer shall notify the Local Agency within 15 Business Days after receipt of such notice from the Local Agency as to the amount required to be paid in connection with such prepayment or provision for payment of the corresponding Installment Payments, including any Additional Costs in connection therewith. The determination by the State Treasurer of the amount to be paid by the Local Agency shall be binding and conclusive against such Local Agency, absent manifest error.

Section 4.2 <u>Revision of Agency Installment Payments upon Optional Prepayment</u>. The Agency Principal Component and Agency Interest Component of the Agency Installment Payment due on each Agency Installment Payment Date on and after the date of any prepayment pursuant to Section 4.1, as set forth in Exhibit D, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Installment Payment Dates as the Local Agency shall elect in its written notice to the State Treasurer, pursuant to Section 4.1(b).

Section 4.3 <u>Discharge of Local Agency Financing Contract</u>. All right, title and interest of the State and all obligations of the Local Agency under this Local Agency Financing Contract shall terminate and be completely discharged and satisfied (except for the right of the State and the Corporation and the obligation of the Local Agency to have the money and Government Obligations set aside applied pursuant to Section 4.3(b) to make the remaining Agency Installment Payments) when either:

(a) all Agency Installment Payments and all Additional Costs and other amounts due hereunder have been paid in accordance herewith; or

(b) (i) the Local Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Installment Payments remaining unpaid; (ii) the Local Agency shall have caused to be deposited with the State Treasurer (A) money and/or Government Obligations in accordance with Section 4.1; and (B) an Opinion of Counsel to the effect that such

actions are permitted under this Local Agency Financing Contract, the Master Financing Contract and the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and (iii) for so long as any Agency Installment Payments remain unpaid, provision shall have been made satisfactory to the Corporation for payment of all Additional Costs.

ARTICLE V

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 5.1 <u>Representations and Warranties of the Local Agency</u>. The Local Agency represents and warrants as follows:

(a) The Local Agency is an "other agency" within the meaning of the Act, duly organized and validly existing under the Constitution and laws of the State.

(b) The Local Agency is authorized under the laws of the State and its charter or other constituent document, if any, to enter into and perform its obligations under this Local Agency Financing Contract.

(c) Neither the execution and delivery by the Local Agency of this Local Agency Financing Contract, nor the observance and performance of its terms and conditions, nor the consummation of the transactions contemplated by it, conflicts with or constitutes a breach of or default under any agreement or instrument to which the Local Agency is a party or by which the Local Agency or its property is bound, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon the Property, except as expressly provided in this Local Agency Financing Contract and the Master Financing Contract.

(d) The Local Agency has duly authorized, executed and delivered this Local Agency Financing Contract.

(e) This Local Agency Financing Contract constitutes valid and binding general obligation indebtedness of the Local Agency, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases.

(f) The Property to be financed and acquired pursuant to this Local Agency Financing Contract is essential to the Local Agency's ability to carry out its governmental functions and responsibilities, and the Local Agency expects to make immediate and continuing use of the Property during the term of this Local Agency Financing Contract.

(g) The useful life of the Property is equal to or exceeds the term of this Local Agency Financing Contract.

(h) The obligations of the Local Agency under this Local Agency Financing Contract, together with all other outstanding indebtedness of the Local Agency, do not exceed any statutory or constitutional debt limit applicable to the Local Agency.

(i) The Local Agency makes no representation or warranty regarding the perfection of any security interest in the Property, the Master Financing Contract or this Local Agency Financing Contract for the benefit of the Corporation.

Section 5.2 <u>Covenants and Agreements of the Local Agency</u>. The Local Agency covenants and agrees as follows:

(a) *Preservation of Existence*. The Local Agency will do or cause to be done all things necessary to preserve its existence as an "other agency" within the meaning of the Act.

(b) *Budget*. The Local Agency shall take such action as may be necessary to include all the Agency Installment Payments and Additional Costs due hereunder in its annual budget and to make the necessary annual appropriations for all such Agency Installment Payments and Additional Costs.

(c) Levy of Taxes. If and to the extent authorized by law, the Local Agency covenants that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to be made by the Local Agency without a vote of its electors, to provide funds, together with other legally available money, sufficient to make the Agency Installment Payments and the other payments required under this Local Agency Financing Contract.

(d) *Notice of Nonpayment*. The Local Agency shall give written notice to the State Treasurer and the Corporation prior to any Agency Installment Payment Date if the Local Agency knows prior to such date that it will be unable to make all or any portion of the Agency Installment Payment due on such date.

Tax Exemption. The Local Agency shall not make any use of the proceeds of this (e) Local Agency Financing Contract or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Local Agency shall not use or permit the use of the Property or any part thereof by any Person other than a "governmental unit" as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Installment Payments under Section 103 of the Code. The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or "private activity bonds" within the meaning of Section 141 of the Code, or "hedge bonds" within the meaning of Section 149 of the Code. To that end, for so long as any Agency Installment Payments remain unpaid, the Local Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Installment Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no

action that would result in such interest being so included. The Local Agency shall comply with the applicable provisions of the Tax Certificate.

(f) No Liens; Sale or Disposal; or Assignment. The Local Agency shall not create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except the rights of the Corporation as provided herein and in the Master Financing Contract. The Local Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Local Agency shall not grant, sell, transfer, assign, pledge, convey or otherwise dispose of any of the Property or any interest therein during the term of this Local Agency Financing Contract, and any such attempted grant, sale, transfer, assignment, pledge, convey, pledge, hypothecate or grant any security interest in any of its right, title or interest in, to or under this Local Agency Financing Contract. Any attempted grant, sale, assignment, conveyance, pledge, hypothecation or security interest shall be void.

(g) Performance. The Local Agency shall punctually pay the Agency Installment Payments and any Additional Costs in conformity with the terms and provisions hereof, and will faithfully observe and perform all the covenants, terms and other obligations contained herein required to be observed and performed by the Local Agency. The Local Agency will not suffer or permit any default to occur hereunder, or do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted, or any such omission or refraining from doing anything, would or might be grounds for termination of this Local Agency Financing Contract. The Local Agency will not terminate this Local Agency Financing Contract for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of the State, or any failure by the State or the Corporation to observe or perform any covenant, agreement, term, condition or other obligation contained herein or in the Master Financing Contract required to be observed and performed by it, whether express or implied, or the bankruptcy, insolvency, liquidation or reorganization of the Corporation.

(h) *Further Assurances.* The Local Agency will preserve and protect the rights of the State hereunder, and will warrant and defend such rights against all claims and demands of all Persons. The Local Agency will promptly execute, make, deliver, file and record any and all further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming to the State the rights and benefits provided to it hereunder.

(i) Use of Property. During the term of this Local Agency Financing Contract, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities. The Local Agency will not permit the Property to be used or operated other than by authorized employees, agents and contractors of the Local Agency.

(j) *Financial Statements*. The Local Agency shall prepare annual financial statements and obtain audits thereof as required by law. Upon the Written Request of the State Treasurer, the

Local Agency shall provide the State Treasurer with a copy of its most recent audited and unaudited financial statements.

(k) Use; Repairs. For so long as the Local Agency is in possession of the Property, the Local Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, of the Property. The Local Agency will (i) keep and maintain the Property in good repair, working order and condition, and protect the same from deterioration other than normal wear and tear; (ii) cause the Property to be used within its normal capacity, in the manner contemplated by the manufacturer's specification, and in compliance with the requirements of applicable laws, ordinances and regulations, the requirements of any warranties applicable thereto, and the requirements of any insurance or self-insurance program required under Section 5.2(p); (iii) cause the Property to be used and operated by or under the direction of competent persons only, and obtain all registrations, permits and licenses, if any, required by law for the operation of the Property; and (iv) will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property. The Local Agency, at its expense, will furnish all parts, mechanisms and devices required to operate and maintain the Property.

(1) *Alterations*. The Local Agency will not make any alterations, additions or improvements to the Property without the prior written consent of the State Treasurer unless such alterations, additions or improvements (i) maintain or increase the value of the Property; or (ii) may be readily removed without damage to the Property. All such alterations, additions or improvements shall be deemed to be a part of the Property and shall be subject to the terms and provisions of this Local Agency Financing Contract.

(m) *Location; Inspection.* The Property will be located within the State. The Corporation will be entitled to inspect the Property during regular business hours upon at least one Business Day's prior notice. The Local Agency acknowledges, and consents and agrees to, the right of the Corporation to so inspect the Property.

(n) Impositions and Charges. If during the term of this Local Agency Financing Contract, any Imposition is imposed or incurred in connection with the sale and purchase of the Property by the Corporation to the State, or by the State to the Local Agency, or the ownership, operation, possession or use of the Property by the Corporation, the State or the Local Agency, or the payment of the Agency Installment Payments by the Local Agency, or the payment of the Installment Payments payable therefrom by the State, or any fines, penalties or interest imposed on or with respect to any of the foregoing, the Local Agency shall pay all such Impositions and charges when due. The Local Agency at its own expense may contest any such Impositions and charges until it obtains a final administrative or judicial determination with respect thereto, unless the Property is encumbered by any levy, lien or any other type of encumbrance because of the Local Agency's failure to pay such Impositions or charges. If the State or the Corporation pays any such Impositions or charges for which the Local Agency is responsible or liable hereunder, the Local Agency shall reimburse the State or the Corporation, as applicable, therefor as Additional Costs hereunder. The Local Agency shall hold harmless the State and the Corporation from and against all such Impositions and charges during the term of this Local Agency Financing Contract.

(o) *Risk of Loss; Damage; Destruction; Condemnation.* The Local Agency assumes all risk of loss of or damage to the Property from any cause whatsoever, and the obligation of the

Local Agency to pay the Agency Installment Payments or to perform any other obligation under this Local Agency Financing Contract shall in no way be released, discharged or otherwise affected for any reason, including without limitation (i) any defect in the condition, quality or fitness for use of, or title to, any portion of the Property, or (ii) any damage to, or abandonment, destruction, requisition, condemnation or taking of any portion of the Property. In the event of damage to any item of the Property, the Local Agency will immediately place the same in good repair, working order and condition as required by Section 5.2(k) hereof. If the Local Agency determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, the Local Agency will prepay all of its obligations for Agency Installment Payments and terminate its obligations hereunder in accordance with Section 4.3(b) hereof.

(p) Insurance.

(i) The Local Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Local Agency from time to time but in any event not less than \$1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Local Agency and its officials, officers, employees and volunteers. Such insurance shall include (A) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (B) comprehensive property damage insurance.

(ii) The Local Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts and covering such risks as the Local Agency may reasonably determine from time to time but in any event not less than the aggregate amount of the Agency Principal Components of Agency Installment Payments due hereunder which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Local Agency. In the alternative, the Local Agency may assume financial responsibility for any physical damage to and/or loss of the Property; *provided, however*, that if the Local Agency elects this option, the Local Agency hereby covenants and agrees that it will promptly repair or replace the Property promptly upon any loss or damage thereto.

(iii) The insurance required under paragraphs (i) and (ii) above: (A) shall be provided by a financially responsible insurance company authorized to do business in the State; (B) except for the insurance required under paragraph (ii) above and as provided in paragraph (iv) below, shall name the State and the Trustee as additional insureds thereunder; (C) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms of conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (D) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(iv) In the event that the Local Agency provides the insurance required under paragraph (i) above through its membership in a local government risk pool established under chapter 48.62 RCW, the State and the Trustee shall not be required to be named as additional insureds under such insurance; provided, however, that in such event the Local Agency agrees to protect, indemnify, and hold the State and the Trustee harmless from any claims, judgments, damages, expenses and losses covered by such insurance.

(v) A certificate of insurance with respect to the required coverages shall be provided by the Local Agency to the State Treasurer annually on or prior to December 1 with respect to any required insurance maintained pursuant hereto.

(vi) The Local Agency will pay or cause to be paid when due the premiums for all insurance policies required by this Section 5.2(p).

ARTICLE VI EVENTS OF DEFAULT; REMEDIES

Section 6.1 <u>Agency Event of Default</u>. Each of the following shall constitute an "Agency Event of Default" hereunder:

(a) Failure by the Local Agency to pay or cause to be paid any Agency Installment Payment required to be paid hereunder within 10 Business Days of the respective Agency Installment Payment Date;

(b) Failure by the Local Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed hereunder, other than as set forth in paragraph (a) above, for a period of 30 days after written notice from the State Treasurer or the Trustee to the Local Agency specifying such failure and requesting that it be remedied; *provided*, *however*, that such period shall be extended for not more than 60 days if such failure cannot be corrected within such period, and the corrective action is commenced by the Local Agency within such period and diligently pursued until the failure is corrected;

(c) If any statement, representation, or warranty made by the Local Agency in this Local Agency Financing Contract or in any writing delivered by the Local Agency pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; and

(d) Inability of the Local Agency to generally pay its debts as such debts become due, or admission by the Local Agency in writing of its inability to pay its debts generally or the making by the Local Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Local Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Local Agency to authorize any of the actions set forth above in this Section 6.1(d).

Notwithstanding the foregoing provisions of this Section 6.1, if by reason of *force majeure* the Local Agency is unable in whole or in part to carry out the covenants, agreements, terms and

conditions on its part contained in this Local Agency Financing Contract, the Local Agency shall not be deemed in default during the continuance of such inability. The term "*force majeure*" means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Local Agency.

The State, with the prior written consent of the Corporation, may, at its election, waive any default or Agency Event of Default and its consequences hereunder and annul any notice thereof by written notice to the Local Agency to such effect, and thereupon the respective rights of the Parties hereunder shall be as they would have been if such default or Agency Event of Default had not occurred.

Section 6.2 <u>Rights of State Upon Agency Event of Default</u>. Whenever an Agency Event of Default hereunder shall have occurred and be continuing, the State shall have the following rights and may exercise any one or more of the following remedies:

(a) By written notice to the Local Agency, require that the Local Agency promptly return possession and use of the Property to the State at any location specified in the United States (at the cost and expense of the Local Agency) in good repair, working order and condition, ordinary wear and tear excepted;

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Agency Installment Payments then due and thereafter becoming due, or to enforce the observance or performance of any covenant, agreement or obligation of the Local Agency under this Local Agency Financing Contract;

(c) Exercise any other rights or remedies it may have hereunder or under applicable law; and

(d) Decline to execute any future financing contract on behalf of the Local Agency under the Act.

Section 6.3 <u>No Remedy Exclusive; Non-Waiver</u>. No remedy conferred upon or reserved to the State hereunder or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Local Agency Financing Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default hereunder shall impair any such right or remedy or shall be construed to be a waiver of such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the State of any default or Agency Event of Default hereunder shall not constitute a waiver of any subsequent default or Agency Event of Default hereunder

shall not affect or impair the rights or remedies of the State in connection with any such subsequent default or Agency Event of Default.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Indemnification of State and the Corporation. To the extent permitted by law, the Local Agency hereby releases the State and the Corporation from, agrees that the State and the Corporation shall not be liable for, and agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever arising out of the ownership or operation of the Property or the acquisition, financing or refinancing thereof. The Local Agency agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Local Agency Financing Contract or the exercise of rights or the performance of duties of the State or the Corporation under this Local Agency Financing Contract, the Master Financing Contract or the other Series Agreements to which each of them is a Party, except to the extent caused by the gross negligence or willful misconduct of such indemnified party. The indemnification provided in this Section 7.1 shall survive the final payment of the Agency Installment Payments and the termination of this Local Agency Financing Contract for any reason.

Section 7.2 <u>Third Party Beneficiaries</u>. The Corporation and the Trustee, as assignee of the Corporation, shall be third party beneficiaries of this Local Agency Financing Contract.

Notices to Agency. The notice address for the Local Agency shall be as set Section 7.3 forth in the Notice of Intent.

STATE:

STATE OF WASHINGTON OFFICE OF THE STATE TREASURER

By ______ Treasurer Representative

LOCAL AGENCY:

Pierce County Fire Protection District 5, Pierce County, Washington

By ______Authorized Agency Representative

By ______Authorized Agency Representative

By ______Authorized Agency Representative

EXHIBIT A

NOTICE OF INTENT

[attached]

Notice of Intent

State of Washington LOCAL PROGRAM	Λ
Local Agency Information	
Legal Name: County: Address: Contact Person: Phone: E-mail:	MCAG No.: Zip: Title: Fax:
	4)
Property (Real Estate or Equipmen Property description (include quantity, if applica Purpose of property (Please be <u>specific</u> and include	able):
Total Project/Property Cost \$ Local Funds \$ (Finance term:
Grants/Other \$ (Useful life: Desired financing date:
LOCAL Financing Request: \$	
If real estate , the Real Estate Worksheet:	s attached Will be provided by (date):
Expected date of closing or executed Constr	ruction Contract:
If equipment , expected property delivery date:	
	itures are made prior to the COP closing date, a Reimbursement cing documents. To comply with IRS requirements, expenditures
Direct payment to vendor. <i>Confirm the vend</i> https://ofm.wa.gov/it-systems/statewide-ven	lor is registered in the Statewide Vendor System at adorpayee-services or call 360.407.8180.
Security Pledge	
Voted general obligation of local governme	ent Non-voted general obligation of local government
Other Information	
If any of the following apply, please provide a c	omplete discussion on a separate page:
Yes No Is the local agency a party to	significant litigation?
Yes No Has the agency received a be	ond rating in the last two years? If yes, bond rating(s): (attach rating agency letter)
proceeds of certificates of participation in a Personal/Real	original expenditures made to acquire the personal/real property from sale Property Financing Lease with the State Treasurer in the maximum amount ency reasonably expects that the personal/real property will be used for its rson for private business use.
Signature: Krystal Hackmeister	Date: 08/09/2023
Printed Name:	Title:

1

Credit Application

State of Washington LOCAL PROGRAM

Please provide the following information with the agency's Notice of Intent to finance through the LOCAL PROGRAM.

General -

Local Agency Name: Located in the community of: Population served:

Please provide a brief background on the agency: when it was formed, recent changes in service area or tax base related to annexations or mergers.

Are you aware of any proposed changes to the tax base of the agency such as plans to annex/merge/dissolve portions of a district/county/city)? If so, how would this affect the agency's size and operations?

Provide the number of agency employees in each of the past three years. Do unions represent employees or bargaining groups? If yes, when do the associated contracts expire? Are labor relations considered satisfactory?

Discuss any major changes to significant employers or taxpayers in the area. Are you aware of pending closures or changes in employment levels?

Special Purpose Districts only: List facilities and major equipment operated by the district.

Litigation -

Please accept or modify as appropriate, the following:

There **[is/is not]** now pending or, to the best of knowledge, threatened, any litigation restraining or enjoining the execution of the Local Agency Financing Agreement or the levy and collection of taxes to pay the payments thereunder. [The **[city/county/distric]** is party to routine legal proceedings and claims, and the collective impact of these legal proceedings and claims **[is/is not]** likely to have a material impact on revenues of the entity.

Assessed Valuation

Please complete the table below on assessed value, noting the source materials. Explain any unique or unusual valuation numbers (e.g. revaluation year).

Year of tax collection (include last 5 years)	Total assessed value for regular levy	Reduced assessed value for excess or bond levy
Current year		

Tax Levy and Rate

Provide the levy rate per \$1,000 assessed to taxpayers for the last five years, and the dollar amount of regular levy.

Year of Tax Collection	Regular Levy Rate per \$1,000	Regular Levy Total \$\$ Levied	Other Levy Rate per \$1,000	Bond Levy Rate per \$1,000	Levy Lid Lift Included? (Y/N) If Y, provide amount
Current Year					

Does the agency currently have authority to impose any voter-approved levy lid lifts in the future? If so, please describe the term(s) and authorized amount(s) of such lid lifts.

Has the levy rate been reduced in recent years because of other taxing district levies?

Are you aware of any potential or impending constraints or reductions associated with the agency's levy rates? If yes, please explain.

Financial Operations

Statement of Revenues and Expenditures and Fund Balance Report

Basis of accounting: \Box Cash \Box Accrual

Please attach copies of the Statement of Revenues and Expenditures and Fund Balance Report for the General or Operating Fund, for the past five years. Clearly indicate whether each year has been audited. If financial statements are not available for the most recent year, please provide preliminary numbers. Please provide details to explain any unusual activity such as one-time expenditures or revenues.

□ The past 5 years of financial reports are attached

Budget – General/Operating Fund (2 years)

Please attach the budget summary for the General or Operating fund for the current and past year. Be sure it includes summary information on revenues and expenditures – do not send the entire budget.

□ Budget reports are attached

Please discuss any ending fund balance policies. Is there an expectation that the ending fund balance will be drawn down to a pre-determined level in the future? If so, why and when?

Service Contracts

Briefly describe any service contracts (terms, length, dollar value, etc), including contracts with cities, counties or special purpose districts within the applicant's boundaries, if any. If such contracts constitute more than 10% of your agencies annual operating revenues or expenditures, please provide a history of the specific revenue/expenditures associated with the contract(s) and the remaining term of the contract(s). An example of such a contract might include a fire district that receives revenue from another entity for purposes of fire protection services outside of that fire district's natural boundaries.

Debt •

Outstanding Long-term Debt

Provide the following information on all outstanding debt. Include general obligation debt and other types of debt that are payable from the agency's general or operating fund, as well as any outstanding state loans. Use an additional page or attachment if necessary.

	Debt No. 1	Debt No. 2	Debt No. 3
Description of debt			
First payment date			
Last payment date			
Voted or non-voted pledge			
Amount originally borrowed			
Amount currently outstanding			
Annual payments due			
Fund responsible for repayment			

Short-term Obligations

Provide information on any short-term obligations including interfund loans or loans from the County Treasurer, noting the amount of the loan, the purpose, the repayment schedule and the fund source for repayment.

Additional Financing Plans

Discuss additional financing plans that are in process or anticipated over the next 18 to 24 months.

Expected payment source for COP lease payments

Does the agency anticipate making the COP lease payments from a source other than the agency's general or operating fund? If so please describe this alternative source of funds, provide a 5-year history and any other claims on this source of funds.

Reserves

Does the agency maintain any financial reserves outside of its general or operating fund? Please describe these reserves, provide a 5-year history and any expected expenditure of these reserve funds in the near future.

Provide any additional information that would be helpful for the review of the LOCAL PROGRAM credit application.

The information provided above is complete and accurate to the best of my knowledge. I am not aware of any additional information that would affect the Office of the State Treasurer's review of the agency.

Signature: Krystal Hackmeister

Date:

Printed Name:

Title:

Forward this application to the LOCAL Program LOCALPROGRAM@tre.wa.gov Office of the State Treasurer, Legislative Building, PO Box 40200, Olympia, WA 98504-0200 (360) 902-9022

EXHIBIT B

PERSONAL PROPERTY CERTIFICATE

[to be attached upon availability]

EXHIBIT C

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVES

[attached]

Certificate Designating Authorized Agency Representatives

I, Joe Urvina, Chairman of the Board of Fire Commissioners of Pierce County Fire Protection District #5 (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Resolution No. 2023-09, the following individuals are each an "Authorized Agency Representative," as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such resolution/ordinance, two (2) of the three (3) following signature(s) are required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

(signature)	, Deni	nis Doan, Fire Chief
(signature)	, Perr	y Oldenburg, Assistant Fire Chief
(signature)	, Krys	tal Hackmeister, Finance Director
day of	, 2023.	
D AND SWORN TO befo		Joe Urvina, Board Chair ierce County Fire Protection District #5 day of, 20 . By:
		NOTARY PUBLIC in and for the State of Washington, residing at: Printed Name: My Commission Expires:
	(signature) (signature) (signature) day of	(signature) , Perry (signature) , Krys (signature) day of, 2023.

EXHIBIT D

SCHEDULE OF AGENCY INSTALLMENT PAYMENTS

[to be attached upon availability]



Gig Harbor Fire & Medic One

RESOLUTION 2023-10 August 22, 2023

BE IT RESOLVED that the Board of Fire Commissioners of Pierce County Fire Protection District No. 5 hereby adopts the following resolution regarding reimbursement of obligations under LOCAL loan.

Section 1. The Board of Fire Commissioners of Pierce County Fire Protection District No. 5 d/b/a Gig Harbor Fire & Medic One (the "Local Agency") reasonably expects to reimburse the expenditures described herein with the proceeds of a financing contract to be entered into by the Local Agency (the "Reimbursement Obligation").

Section 2. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations are for the purchase of the self-contained breathing apparatus (SCBA) and emergency medical equipment to include monitor/defibrillators, AutoPulse® Resuscitation, and automated external defibrillator (AEDs).

Section 3. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations will be made from Pierce County Fire District No. 5's General Expense Fund which is to provide for the acquisition of capital assets.

Section 4. The maximum principal amount of Reimbursement Obligations expected to be issued for the property described in Section 2 is \$2,145,000.

PIERCE COUNTY FIRE PROTECTION

Approved at a regular meeting of the Board of Fire Commissioners, Pierce County Fire Protection District No. 5, this 22nd day of August, 2023.

	DISTRICT NO. 5	
	Chairman	
	Commissioner	
	Commissioner	
Attest:	Commissioner	
District Secretary	Commissioner	