

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOTHELL
AND SNOHOMISH COUNTY FIRE PROTECTION DISTRICT 10
CONCERNING THE TRANSITION OF FIRE AND EMERGENCY
MEDICAL SERVICES AND RESPONSIBILITIES IN THE EVENT
OF ANNEXATION OF ALL OR A PORTION OF DISTRICT 10 TO
THE CITY OF BOTHELL

THIS AGREEMENT is made and entered into this date by the City of Bothell ("City"), a Washington municipal corporation, and Snohomish County Fire Protection District 10 ("District 10" or "District"), collectively referred to as the "Parties", pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

WHEREAS, the Washington State Growth Management Act ("the Act"), codified as RCW 36.70A, requires counties planning under the Act to designate urban growth areas "within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature"; and

WHEREAS, the Act at RCW 36.70A.110(4) states that within such urban growth areas, "In general, cities are the units of local government most appropriate to provide urban governmental services"; and

WHEREAS, the Act at RCW 36.70A.110(7) states, "An urban growth area designated in accordance with this section may include within its boundaries urban service areas or potential annexation areas designated for specific cities or towns within the county"; and

WHEREAS, Snohomish County and King County have collaborated with their municipalities to designate potential annexation areas for specific cities and towns within the respective counties; and

WHEREAS, such designated potential annexation areas within Snohomish County are termed Municipal Urban Growth Areas (MUGAs) and are formally adopted in the Snohomish County Countywide Planning Policies (SCCPPs), and within King County are termed Potential Annexation Areas (PAAs) and are formally adopted in the King County Countywide Planning Policies (KCCPPs); and

WHEREAS, adjacent to the Bothell city limits within Snohomish County exists unincorporated territory which has been designated in the SCCPPs as the Bothell MUGA, and within King County exists unincorporated territory which has been designated in the KCCPPs as the Bothell PAA; and

WHEREAS, citizens from the Bothell MUGA within Snohomish County and the Bothell PAA within King County have on numerous occasions approached the City Council and city staff seeking to annex to Bothell in order to receive municipal services provided by the City; and

WHEREAS, the City Council desires to engage in a thoughtful and deliberate process to evaluate the potential annexation of portions or all of the MUGA and the PAA, which process

shall include but not be limited to planning and zoning; public outreach; fiscal analysis; and negotiation of transition of services from current providers to the City; and

WHEREAS, the District 10 territory, as established by charter in 1951 and modified over time via prior annexations to Bothell, is entirely within and comprises a portion of Bothell's designated MUGA, as depicted on Exhibit A attached hereto; and

WHEREAS, since 1975 District 10 has contracted with the City to provide fire and emergency medical services throughout the District territory, which relationship has resulted in a host of tangible and intangible benefits for both parties; and

WHEREAS, the City contemplates a future annexation or annexations which would singly or collectively encompass all of the remaining District 10 territory; and

WHEREAS, should such annexation or annexations come to pass, and District 10 consequently dissolve, the City desires to honor and memorialize the legacy of the District;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and District 10 agree as follows:

Section 1. Purpose. The purpose of this agreement is to provide for the transition of fire and emergency medical services from District 10 to the City in the event of annexation of all or a portion of the District to the City. Insofar as District 10 has contracted with the City since 1975 for fire and emergency medical services, this agreement concentrates on transition of ownership of District assets; dedication of District assets to fire and emergency medical services; and recognition of District contributions to the health, safety and welfare of the City.

Section 2. Ownership of District 10 assets. The ownership of District 10 assets following the annexation of any District territory to the City shall remain with the District or be transferred to the City in accordance with the requirements of Section 35A.14.380 RCW, "Ownership of assets of fire protection district- Assumption of responsibility-When at least sixty percent of assessed valuation is annexed or incorporated in code city," and Section 35A.14.400 RCW, "Ownership of assets of fire protection district-When less than sixty percent of assessed valuation is annexed or incorporated in code city."

Section 3. Dedication of District 10 assets to fire and emergency medical services. In the event that all of District 10 annexes to the City or such portion of District 10 annexes to the City as to require transfer of ownership of all District assets to the City, in accordance with the above-referenced Section 35A.14.380 RCW, the City shall dedicate to fire and emergency medical services and to no other municipal function any cash accruing to the City from any District accounts; any proceeds from future sale of real property currently owned by the District; and any proceeds from future sale of equipment currently owned by the District. Such cash and proceeds shall not be expended as a substitute for, or in place of, the normal general fund allocation for fire and emergency medical service, but shall be in addition to such normal general fund allocation. As of the date of this agreement, the District 10 Commissioners expressed a preference that such cash and proceeds be applied towards design and construction of a future fire station, but they acknowledged that the Fire Department and City Council must ultimately determine how such funds should be expended based on overall fire and emergency medical services priorities.

Section 4. Recognition of District 10 contributions. In the event all of District 10 annexes to the City such that the District is dissolved, the City shall recognize and honor the contributions of the District to the health, safety and welfare of District residents and property owners and the City of Bothell via actions including but not limited to;

- A. An event commemorating the history of District 10, to which all current and past Commissioners, their families, sitting City Council members and the general public would be invited;
- B. Construction and placement in a City fire station of a permanent display case of District 10 artifacts and memorabilia; and
- C. Attachment to buildings and to rolling apparatus or other large equipment constructed or purchased in whole or in part with District funds special medallions, plaques or other devices announcing District 10 as the source of the funding.

Section 5. Annexation election. At such time as the City Council decides to formally pursue annexation of all or part of District 10, the City commits to utilizing the election method, in accordance with RCW 35A.14.015, as opposed to other methods available under state law. This commitment responds to the concern voiced by District 10 Commissioners that District 10 citizens should be able to vote on annexation.

Section 6. Indemnification.

- A. The District shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the District's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District; and provided further, that nothing herein shall require the District to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- B. The City shall indemnify and hold the District and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the District arising out of, in connection with, or incident to the execution of this Agreement and/or the City's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the District, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City; and provided further, that nothing herein shall require the City to hold harmless or defend the District, its agents, employees and/or officers from any claims arising from the sole negligence of the District, its agents, employees, and/or officers. No

liability shall attach to the District by reason of entering into this Agreement except as expressly provided herein.

Section 7. Waiver of subrogation. The District and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of the District or the City.

Section 8. Compliance with regulations and laws. The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

Section 9. Assignment. The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

Section 10. Attorneys' fees. If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

Section 11. Notices. All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the City:

City of Bothell
Attn: City Attorney
18305 101stAve. NE
Bothell, WA 98011
Phone: 425-486-8152
Fax: 425-489-4876

To the District:

Snohomish County Fire District 10
Attn: Commission Chair
P.O. Box 881
Bothell, WA 98041
Phone: 425-486-1678
Fax: 425-486-4556

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

Section 12. Nondiscrimination. Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

Section 13. Miscellaneous provisions.


- A. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in Snohomish County, Washington.
- C. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- D. The duration of this Agreement shall be for ten years or the period of time it reasonably takes for the performances by the parties as conditioned herein.
- E. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth herein above.
- F. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- G. The oversight and administration of the Agreement shall be by the respective named representatives identified in Section 10 hereof, or their designees.
- H. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.
- I. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the City shall have the right to terminate the Agreement.
- J. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
- K. Copies of this Agreement shall be filed with the Snohomish County Auditor's Office; the Secretary of State of the State of Washington; and the respective Clerks of the parties hereto.
- L. This agreement shall take effect upon signing by the Parties.

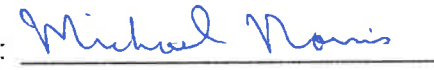
M. The City Clerk is authorized to make necessary corrections to this agreement including, but not limited to, the correction of scrivener's/clerical errors, references, section/subsection numbers and any references thereto.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

CITY OF BOTHELL


FIRE DISTRICT 10

By: 
Robert S. Stowe
City Manager

By: 
Michael Norris
Commission Chair

ATTEST:


ATTEST:



JoAnne Trudel
City Clerk


Mark Mitchell
Commissioner/Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Joseph N. Beck
City Attorney


Brian Snure
District 10 Attorney