

When Recorded, Return To:

Loren D. Combs  
McGavick Graves, P.S.  
1102 Broadway, Suite 500  
Tacoma, WA 98402

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION  
AND RELATED EMERGENCY SERVICES  
BETWEEN  
KING COUNTY FIRE PROTECTION DISTRICT NO. 44  
AND THE CITY OF BLACK DIAMOND**

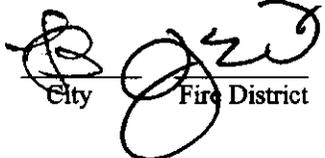
1. Date and Parties. This interlocal agreement ("ILA"), for reference purposes only, is dated the \_\_\_\_ day of \_\_\_\_\_, 2006 ("Effective Date"), and is entered into by and between KING COUNTY FIRE PROTECTION DISTRICT NO. 44, herein referred to as "District 44," and the CITY OF BLACK DIAMOND, herein referred to as the "City."

2. Authority.

2.1 The ILA is entered into by the City under the authority of RCW 35A.11.040 as authorized by the City Council on the 6<sup>th</sup> day of April, 2006 by the adoption of Resolution No. \_\_\_\_\_.

2.2 The ILA is entered into by District 44 under the authority of RCW 52.12.031 as authorized by its Board of Commissioners on the 28th day of March, 2006 by the adoption of Resolution No. 405 2006.

2.3 The ILA is intended to comply with the provisions of the Interlocal Cooperation Act as set forth RCW Chapter 39.34, which also provides additional authority for the contracting parties to enter into the ILA.

  
City Fire District

3. General Recitals.

3.1 The City and King County Fire Protection District No. 17 ("District 17") entered into an agreement dated the 3<sup>rd</sup> day of October 2002, a true and correct copy of which is attached hereto as Exhibit 1 and by reference incorporated herein ("District 17 Agreement"). The District 17 Agreement authorized the City to provide fire prevention, education, suppression and emergency medical care service (collectively "Fire Department Services") for the property and citizens within District 17.

3.2 The City has provided Fire Department Services pursuant to the terms of the District 17 Agreement for over 3 years, and has found that there is a need to provide additional staffing in order to maintain an acceptable response time.

3.3 District 44 has a substantially larger staff than the City, and believes that the economies of scale that would arise by it serving the City and District 17 service areas would allow it to provide better response times to the City and District 17, at a cost that is less than or equal to what it is currently costing the City and District 17 to provide the current level of service.

3.4 It is the intent of the parties to enter into an interlocal agreement that would allow District 44 to provide on behalf of the City and District 17 the Fire Department Services contemplated by the District 17 Agreement.

4. ILA Term.

4.1 The term of the ILA shall commence on the Effective Date, and shall remain in effect until terminated by operation of law, or in accordance with paragraphs 4.2-4.5

4.2 If the ILA is still in full force and effect at the time the District 17 Agreement is terminated, then this ILA shall no longer apply to the District 17 service area. In that event the parties hereto will meet to discuss the effect of the District 17 Agreement and determine what amendments to the ILA, if any, are appropriate for the service to be provided, and the cost of such service, as a result of the exclusion of the District 17 service area.

4.3 The ILA may be terminated by District 44 if the City fails to timely make payments required under the ILA terms. District 44 may seek specific performance of the ILA or such other equitable relief as may be deemed appropriate by the arbitrator.

  
City

  
Fire District

4.4 The City may terminate the ILA if District 44 fails to provide the services required to be provided as set forth in the ILA. The City may seek specific performance of the ILA or such other equitable relief as may be deemed appropriate by the arbitrator.

4.5 Either party may terminate this ILA, but the effective date for termination shall be the 1<sup>st</sup> day of the calendar year that is at least 1095 days from the date that the written notice of intent to terminate is provided to the other party. The parties may agree, by subsequent written addendum to this ILA, to an earlier termination date.

4.6 If either party seeks to terminate the ILA pursuant to either paragraph 4.3 or 4.4, then they must first give the other party thirty (30) days notice of the intent to terminate and the reasons therefor. If the other party disputes the legitimacy of the grounds for termination under the terms of the ILA, then the ILA shall not terminate until such time as the dispute resolution process of paragraph 26 has been completed. If the matter proceeds to arbitration and arbitrator determines the grounds for termination are valid then the ILA shall terminate thirty (30) days from the date of the arbitrator's decision.

5. Services to be Provided by District 44 - Generally.

5.1 District 44 shall provide all of the services to the District 17 service area as are required to be provided by the City under the terms of the District 17 Agreement

5.2 District 44 will provide to the City, and to the people and property within the City limits, the services provided within District 44's current service area, which includes fire suppression, emergency medical services, hazardous materials incident response, administrative services and dispatching services as further elaborated below. For ease of reference, where the ILA states that service is being provided to the City, it shall include the area that the City is obligated to provide service pursuant to the terms of the District 17 Agreement.

6. Dispatch Services.

6.1 Dispatch services shall be provided by District 44 through contract with Valley Communications. The fee for this service is included in the cost of service set forth in paragraph 14 below.

7. Fire Suppression Services.

7.1 District 44 shall provide the same fire suppression services it provides elsewhere in District 44 service area, subject to the staffing requirements and equipment requirements set forth below.

  
City

  
Fire District

8. Fire Prevention Services.

8.1 District 44 will provide fire prevention and education services to the City and to the property owners, residents and businesses within the City. District 44 will provide a minimum of one full-time Public Education/Prevention specialist to assist in providing this service. This person is in addition to the current District staffing in District 44's Prevention Division.

8.2 It is anticipated that the City and District 44 will develop an implementation plan that will highlight the priority events for the City, and District 44 will then prioritize its staffing attention to accommodate that priority scheduling. It is assumed that District 44, will, throughout the year, receive from residents, property owners, and/or business people within the City, requests for other prevention and education services and District 44 will accommodate those requests, as staffing allows, as it would do under similar circumstances for requests within District 44 service area.

9. Emergency Medical Services.

9.1 District 44 will provide emergency medical service at a BLS level of service through the use of EMT certified personnel. In the event a private ambulance unit is needed for patient transport and it is not available, or the anticipated delay in arrival by the private transport would be, in the opinion of District personnel, detrimental to the patient's health and welfare, District 44 will transport the patient in a District aid car. Advance life support will be provided by King County Medic One.

10. Staffing for Emergency Medical Services and Fire Suppression Services.

10.1 District 44 shall provide a minimum staffing level within the City service area, at a City facility, a minimum of two (2) on duty personnel twenty-four hours a day, seven days per week. This shall be referred to as the minimum staffing level.

10.2 It is intended that the minimum staffing level will be met by a combination of career and volunteer personnel. However, District 44, if necessary to meet the minimum staffing level, shall use overtime career personnel at no additional cost to the City. There shall be a minimum of two (2) career personnel from 0600 hours to 1800 hours each day. It is anticipated that there would be a minimum of two (2) volunteer personnel from 1800 hours to 0600 hours each night. Each day there shall be at least one (1) career personnel stationed within the City with a rank no lower than lieutenant.

10.3 The minimum staffing shall provide on duty personnel with the qualifications necessary to meet the emergency service level of service set forth in paragraph 9.1.

10.4 The City and District shall periodically review staffing level needs in order to take into account needed levels of service for the City as its population and commercial base increases.

11. Administrative Services.

11.1 All administrative services currently performed by District 44 for District operations shall also be performed relating to the services provided to the City pursuant to the terms of the ILA.

12. Hazardous Materials Incident Response.

12.1 District 44 shall provide operational level hazardous materials response capabilities at the same level currently provided to its service area, either by District employees, or by contract. The service to be provided by District 44 does not include clean up, remediation or cost recovery from hazardous materials.

13. Fire Marshal Services.

13.1 The ILA does not provide for Fire Marshal services, which includes fire investigation services. District 44 will provide, upon request from the City a copy of any investigation report it creates and will cooperate with the City and its investigators during the course of any and all fire investigations within the City. If the parties subsequently decide that the ILA shall provide for Fire Marshall services, then they shall execute an addendum to the ILA to provide for the appropriate terms and conditions.

14. Cost of Services.

14.1 The City shall pay to District 44 the sum of Five Hundred Eighty Five Thousand Dollars (\$585,000.00) per calendar year, with the fee for calendar year 2006 being prorated. Provided, for calendar year 2006 only, there shall be a seventy seven thousand nine hundred dollar (\$77,900.00) credit toward the first payment to take into account the operational ramp up period.

14.2 The fee for services for each calendar year shall be paid in equal installments, with the first payment due no later than May 15<sup>th</sup> of the calendar year in which services are provided, and the second payment due no later than November 15<sup>th</sup> in the calendar year in which service is provided. For calendar year 2006, the prorated amount shall be paid one half on May 15<sup>th</sup> and one half on November 15<sup>th</sup>.

14.3 Commencing with payment due for services in calendar year 2007, the cost of services shall be increased by the percentage increase in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bremerton area for that period from October to October of each year, commencing with the 2005-2006 cycle, as specified in the Bureau of Labor Statistics, United States Department of Labor, or its successor index. Provided, if the total amount of this increase would be less than the increase attributable to the total costs associated with increases in the cost of labor for services provided to the City, as a result of increases in a collective bargaining agreement taking effect after the effective date of this agreement, then the amount of increase shall be adjusted to take into effect this additional amount.

14.4 If any local, state, or federal requirements are enacted that will significantly increase the responsibilities to be provided by District 44 personnel, then the City, at least thirty (30) days before the effective date of the requirement, will meet with District 44 to discuss the financial impact of the new requirement, and shall adjust the fee to take into account the financial impact, if any.

15. Consultation.

15.1 The Commissioners and the City Council shall meet as frequently as necessary, but no less than once per year, to discuss issues relating to the ILA.

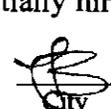
15.2. The Fire Chief shall attend City Council meetings, on an as needed/requested basis in order to keep the City apprised of District activity and to consult with the City Council relative to the level of response times, service and programs being provided by District 44.

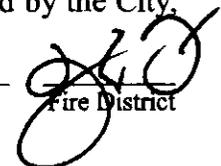
15.3 The City shall consult with District 44 regarding any proposed purchases of fire apparatus, as provided for in the ILA, prior to making the decision to purchase the apparatus. It is intended that although the City shall be the ultimate decision-maker with regard to such matters that District 44 will have timely input with regard thereto.

16. Personnel.

16.1 All personnel associated with performing the services required to be performed by District 44, shall be District 44's responsibility, including managing and training volunteers. District 44 shall only allow personnel properly trained in their respective job duties and functions to perform services required by the ILA.

16.2 District 44 shall accept Angelo Lowrie as a firefighter/EMT and will transfer his employment, as a lateral hire, to District 44. He will commence employment with District 44 as if his date of hire with District 44 was the date he was initially hired by the City.

  
City

  
Fire District

and his salary and benefits will be determined by the applicable collective bargaining agreement. Attached hereto as Exhibit 2 is a Memorandum of Understanding between District 44 and the authorized representative of its emergency services personnel collective bargaining group agreeing to the terms and conditions of this provision.

16.3 District 44 shall accept Patty Kramlich as a full-time employee. She shall be considered a lateral hire, with her date of hire with District 44, for purposes of determining salary and benefits, being her date of hire with the City. She shall be hired by way of a personal services contract.

16.4 City volunteers shall be allowed to join District 44 as volunteers. If they choose to do so they must complete a District application, but will only be required to pass a background check in order to be accepted. Any City volunteers that were officers will continue to be officers with District 44, but will hold the rank of 1<sup>st</sup> Lieutenant.

16.5 District 44 shall comply with the employment provisions contained in the District 17 Agreement relative to District 17 personnel, and any services required to be provided to District 17.

16.6 The Fire Chief of District 44 is hereby designated and appointed the Fire Chief for the City for all intents and purposes. The transfer of the administrative authority over the Black Diamond Fire Department and its personnel and equipment shall occur on the Effective Date.

16.7 The transfer of personnel shall occur no later than June 5, 2006.

17. Fire Stations – Staffing.

17.1 The City has two fire stations; Station 98 and Station 99. It is intended that Station 98 will be staffed 24 hours per day, seven days per week, and Station 99 will respond with volunteers.

17.2 If the City builds another Fire Station in the downtown Black Diamond area to replace Station 99, or substantially upgrades Station 99 so that full-time staffing and adequate equipment could be quartered at that station, then it is intended that Station 98 would become the all volunteer station and Station 99 would be staffed at all times.

17.3 District 44 shall not have to provide the staffing of City stations until June 5, 2006. However, from the Effective Date until June 5, 2006 District 44 crews shall be on first responder status for the City and for the District 17 service area. The City will retain, at the

currents

City's expense, its employees assigned to the City Fire Department, until June 5, 2006 or such earlier date as the Fire Chief determines he wants to take over full operational control.

18. Fire Stations – Maintenance.

18.1. District 44 shall be responsible for grounds maintenance, and normal routine maintenance and repair of all improvements at the Fire Stations, including fixtures and equipment and window and door replacement and repair. Provided, the City shall be responsible for major repairs to the structure, and replacement of the roof, unless the necessity for the repair is a result of the negligence of District 44 or its personnel. In the case of damage caused by the negligence of District 44 or its personnel, District 44 shall be required to repair the damage.

18.2 The parties acknowledge that the City may at some time choose to substantially remodel or replace Station 99. The cost of doing so shall solely be the responsibility of the City. District 44 will however, work cooperatively with the City, without additional charge, to provide input to the City and its chosen design team, on the design and equipping of a new or substantially remodeled station.

19. Fire Stations – Use and Control.

19.1 During the ILA term, Stations 98 and Station 99 facilities shall be under the direction and control of District 44, subject to the City's right, with reasonable notice, to enter the premises to inspect the facilities and equipment, and to otherwise assure compliance with the terms of the ILA and applicable laws and regulations, or to perform work required to be performed by the City pursuant to the ILA terms. The City shall retain ownership of the facilities and the real property upon which they are situated, subject to the terms and conditions of the ILA. Provided, if the City determines to relocate either Station, then District 44's right to use a facility shall be deemed terminated when the City ceases to authorize the facility's use for fire services.

20. Equipment-Rolling Stock

20.1 The City shall provide, for use by District 44, two engines, one aid car, one brush truck and two support vehicles. District 44 shall provide all other rolling stock necessary to provide acceptable levels of fire suppression services and emergency aid services.

20.2 The parties agree that City Engine 98, City Engine 981 and City Aid unit 98 are the engines and aid car that will be provided by the City to meet the requirements of paragraph 20.1. Each unit will also be equipped by the City with the standard complement of equipment as referenced by NPFA 1901 and WAC 296-305. This equipment shall be replaced at

  
City   
Fire District

the City's expense when the parties agree that the equipment has reached the end of its useful life.

20.3 City Engine 99 will remain at Station 99 for the District's use, if the District chooses to use City Engine 99. If the City expands Station 99, or builds a new station within the City center to replace Station 99, then City Engine 99 shall be released to the City for disposal as the City deems appropriate. After the Effective Date all City Fire Department rolling stock not mentioned above will be disposed of by the City in such manner as the City deems appropriate.

20.4 All equipment shall be stationed at the fire station that the Fire Chief determines will provide the best coverage for the areas to be served.

20.5 If the City's growth results in the need for additional rolling stock, such as an engine or special apparatus to serve multiple story buildings, then the City shall be financially responsible for the acquisition of such equipment.

20.6 District 44 shall be responsible for the routine repair and maintenance of all rolling stock.

21. Equipment –Other

21.1 District 44 shall be responsible for providing all other equipment necessary to provide the services contemplated hereunder, except for the equipment to be provided by the City pursuant to the provisions of paragraphs 21.2 and 21.3.

21.2 The City shall provide to District 44 a list of all fire related equipment the City currently owns. District 44 will, within fifteen (15) days from receiving the list, notify the City as to which equipment District 44 could utilize in providing the desired services. The City will then arrange to remove the equipment District 44 chooses not to utilize and District 44 shall be allowed to utilize the remaining City equipment.

21.3 The City equipment to be used by District 44 will be marked as City Equipment, but can be used by District 44 as it deems necessary and appropriate to effectively and efficiently provide service. The City equipment used by District 44 shall remain the property of the City. When District 44 determines that the City equipment has reached the end of its useful life, District 44 shall be responsible for replacing the equipment, and shall return City equipment to the City for further use or disposal. The replacement equipment shall then be the property of District 44.

22. Mapping for Streets and Hydrants.

22.1 The parties shall cooperatively work to create an accurate set of maps for streets and hydrants so that it can be integrated into District 44's mapping system.

22.2 The City will notify District 44 whenever new streets are added to the City transportation network, and when new hydrants are added to the system, or there is a change in status for an existing hydrant.

23. City Annexations.

23.1 District 44 shall provide the ILA services to any areas annexed into the City during the ILA term.

23.2 If the annexed area is within the District 17 service area, then there shall be no change in the fee for services provided.

23.3 If the annexed area is not within the District 17 service area then the annual contract rate will be increased according the following procedure. The cost for fire service under the ILA per \$1000 of assessed value for the year prior to the year in which the annexation is effective would be determined. This "rate" would then be applied to the newly annexed areas assessed value on the date of annexation. The resulting amount would be the increase in the ILA service fee, and that amount would be prorated for the year in which the annexation occurred.

24. Compliance with State Law.

24.1 The City and District 44 shall comply with all applicable laws in carrying out the terms of this agreement, including, but not limited to compliance with the Open Meetings Act.

25. Insurance.

25.1 District 44 shall be responsible for insuring all buildings, equipment, furniture and equipment that are included within the scope of this ILA, and shall have the City named as an additional insured with regards thereto.

25.2 The insurance amounts and types shall be the amounts and types used by District 44 for all other property and equipment owned and operated by District 44.

25.3 District 44 shall provide the City with copies of all insurance policies and renewals thereof, showing the policy limits, types and terms, as well as proof that the City is an additional insured with regards thereto.

  
City

  
Fire District

26. Dispute Resolution.

26.1 The parties are committed to working cooperatively in resolving all matters related to ILA implementation and achieving the intent and purpose of the ILA. If a dispute should arise, then the parties agree to meet on an informal basis and try to resolve the matter.

26.2 If the parties are unable to resolve their dispute on an informal basis, then the matter shall mediate the dispute using the services of the Washington Arbitration and Mediations Services (WAMS), with each paying one half of the WAMS fee and the mediator's fee. The provisions of paragraph 27.3 shall not apply to fees and costs incurred related to mediation.

26.3 Any dispute arising under the ILA that has not been resolved pursuant to the processes set forth in paragraphs 27.1 or 27.2, will be resolved by binding arbitration by a single attorney arbitrator. If the parties cannot agree on the identity of such arbitrator, then either party may apply to the Superior Court of King County for appointment of an arbitrator pursuant to RCW 7.04. The parties shall split equally the arbitrator's fee and all arbitration expenses. The prevailing party at the arbitration is entitled to its costs and attorney fees, in the arbitrator's discretion. A judgment may be entered on the arbitrator's award, pursuant to RCW 7.04. The arbitrator shall include within his/her ruling a statement of the facts found by the arbitrator and the legal principles applied to those facts.

27. Notices.

28.1 Written Notices: All Notices required by the ILA shall be considered properly delivered (1) when personally delivered, or (2) when transmitted by facsimile showing date and time of transmittal, or (3) on the day following mailing, postage prepaid, certified mail, return receipt requested, or (4) one (1) day after depositing in overnight carrier, e.g. Federal Express to:

District: King County Fire Protection District No. 44  
32316 148<sup>th</sup> Avenue S.E.  
Auburn, WA 98092  
Facsimile: 253-735-0287

With a copy to: Clark Snure  
Snure, Regeimbal & Burke, PLLC  
612 South 227<sup>th</sup> Street  
Des Moines, WA 98198  
Facsimile: (206) 824-9096

  
City

  
Fire District

City: City of Black Diamond  
Attention: City Administrator  
P.O. Box 599  
Black Diamond, WA 98010  
Facsimile: (360) 886-2592

With a copy to: Loren D. Combs  
McGavick Graves, P.S.  
1102 Broadway, Suite 500  
Tacoma, WA 98402  
Facsimile (253) 627-2247

28. Indemnification.

28.1 Each Party shall defend, indemnify, and hold harmless the other Party, its officers, officials, employees, agents, and volunteers from and against any and all claims, injuries, damages, losses or suits, including any attorney fees and legal costs and expenses, arising from its own negligent acts, errors, or omissions in performance of the ILA. Further, each Party shall be responsible for any claims, injuries, damages, losses, or suits, including any attorney fees and legal costs and expenses, arising solely from its own negligent acts, errors, or omissions in performance of the ILA. For the purposes of this indemnification, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the Parties. If a court of competent jurisdiction determines that the ILA is subject to RCW 4.24.115, each Party's obligation to defend, indemnify, and hold harmless the other Party, its officers, officials, employees, agents, and volunteers shall be limited to the extent of each Party's negligence or the negligence of each Party's officers, officials, employees, agents, and volunteers. The provisions of this section shall survive the expiration or termination of the ILA.

29. Integrated Document.

29.1 This document constitutes the entire agreement of the parties and supersedes any prior agreement or representation of any officer, agent or employee, written or oral, which shall have no effect.

30. Captions.

30.1 The captions in the ILA are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

  
City

  
Fire District

31. Governing Law.

31.1 The ILA shall be governed by and construed in accordance with the laws of the State of Washington.

32. Severability.

32.1 The invalidity or unenforceability of any particular provision of the ILA shall not affect the other provisions hereof, and the ILA shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

33. Time of the Essence.

33.1 The time for performance of the parties hereunder is of the essence of the ILA.

34. Binding Effect.

34.1 The ILA and the terms, covenants, benefits and duties set forth herein shall inure to the benefit of and be binding upon the parties, their heirs, successors, legal representatives and assigns of each of the parties.

35. No Waiver.

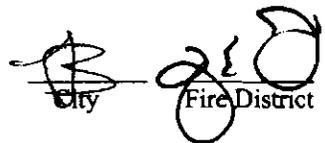
35.1 No waiver of any default under the ILA shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under the ILA shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege or option hereunder.

36. Recording ILA.

36.1 In accordance with RCW 39.34.040 the parties acknowledge the ILA, upon execution, will be recorded with the King County Recorder's Office.

37. No Third Party Beneficiary

37.1 The ILA is entered into for the benefit of the parties to the ILA only and shall confer no benefits, direct or implied, on any third persons.

  
City Fire District

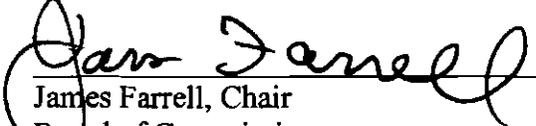
38. Public Duty Doctrine.

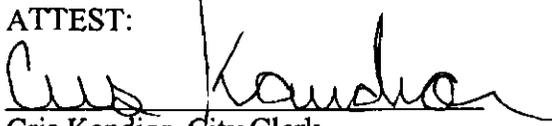
38.1 It is intended that the emergency services to be provided pursuant to the terms of the ILA are services provided pursuant to the Public Duty Doctrine, and no special duty as to emergency services beyond that doctrine is created by the ILA.

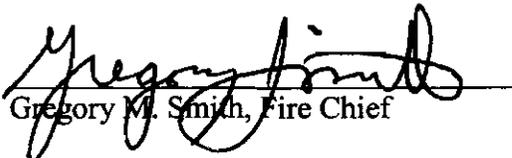
CITY OF BLACK DIAMOND

KING COUNTY FIRE PROTECTION  
DISTRICT NO. 44

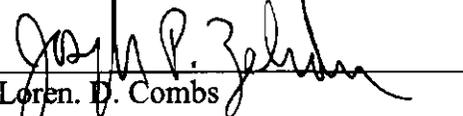
  
Howard Botts, Mayor

  
James Farrell, Chair  
Board of Commissioners

ATTEST:  
  
Cris Kandior, City Clerk

  
Gregory M. Smith, Fire Chief

Approved as to form:

  
Loren D. Combs  
City Attorney  
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 City  
 Fire District

MOU  
BY AND BETWEEN  
KING COUNTY FIRE DISTRICT 44  
AND  
LOCAL 3186

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District 44 shall accept Angelo Lowrie who is currently the only career firefighter for the City of Black Diamond, as a firefighter/EMT and will transfer his employment, as a lateral hire, to District 44. He will commence employment with District 44 as if his date of hire with District 44 was the date he was initially hired by the City, and his salary and benefits will be determined by the applicable collective bargaining agreement.

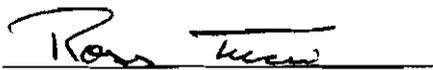
This MOU shall only take effect should King County Fire District 44 and the City of Black Diamond enter into an interlocal agreement for Fire Protection and Related services.

This MOU shall not be considered past practice by either party and shall have no effect on future negotiations between Fire District 44 and Local 3186.

  
Chief Greg Smith

For Fire District 44

DATED: 3-28-06

  
\_\_\_\_\_

For Local 3186

DATED: 3-28-06

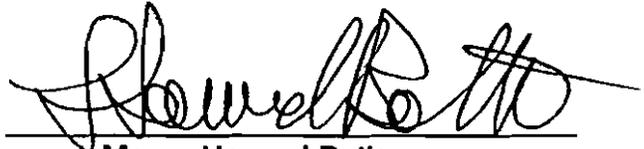
RESOLUTION NO. 320

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF BLACK DIAMOND, KING COUNTY,  
WASHINGTON, AUTHORIZING THE MAYOR TO  
ENTER INTO AN OPERATING AGREEMENT WITH  
KING COUNTY FIRE DISTRICT #17 FOR  
EMERGENCY SERVICES.**

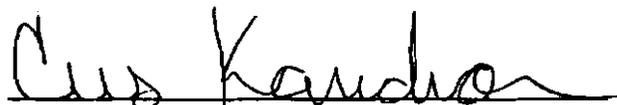
**WHEREAS**, the City is authorized by Chapter 39.04 RCW to enter into agreements with other governmental jurisdictions, now, therefore,

**BE IT RESOLVED** that the Mayor is hereby authorized to enter into an Operating Agreement with King County Fire District #17, said agreement to be substantially in the form attached hereto as Exhibit A and by reference incorporated herein.

**ADOPTED** by the City Council at an open public meeting held on the 15<sup>th</sup> day of August 2002.

  
\_\_\_\_\_  
Mayor Howard Botts

Attested:

  
\_\_\_\_\_  
Cris Kandior, City Clerk

Approved as to Form

  
\_\_\_\_\_  
Loren Combs, City Attorney

Kennon

EMERGENCY SERVICES OPERATING AGREEMENT  
BETWEEN  
THE CITY OF BLACK DIAMOND AND KING COUNTY FIRE DISTRICT #17

I. Date and Parties

This agreement, for reference purposes only, is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2002, and is entered into by and between the City of BLACK DIAMOND, a municipal corporation of the state of Washington, referred to herein as the City, and King County Fire Protection District #17, a municipal corporation of King County, Washington, referred to herein as the District.

II. Purpose

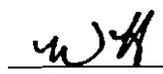
Both Parties are authorized under the provisions of RCW 35A.11.040, RCW 52.12.031, and the Interlocal Cooperation Act as set forth in RCW Chapter 39.34 to contract with each other to establish fire prevention, education, suppression, and emergency medical care services for the citizens within their respective boundaries. The purpose of this agreement is to set out terms of such service. Both parties desire to improve the service within their respective boundaries and believe that this will be most efficiently furnished by establishing services on a contractual basis in the manner provided herein. In that regard it is the intent of the parties to treat the City and District as a single service area regardless of any political boundaries that may exist.

III. Level of Service

Services to be provided by the City: The parties have maintained operations for emergency services within the area covered by their combined boundaries through a prior contract between the City and the District. The City shall continue to assume the obligation of providing emergency services within the limits of both parties' boundaries pursuant to this agreement and to the extent required by law. Emergency medical services will be provided according to the requirements of the latest agreement with King County Emergency Medical Services Division and in accordance with the budget available for such services. By mutual agreement, the parties may establish changes to the level of service requirements established in this article in order to provide the services desired by the community.

The intent of this section is to reasonably assure both parties that the level of service being provided is both desired and continued. There may be actions by others which could impact the efforts of both parties to deliver this level of service. Such actions may be annexations, incorporations, tax reform, new county government(s) being formed, or any other type of action which could adversely affect the ability of either party to provide like services. It would be in the best interest of both parties to fully examine these types of actions and jointly take steps to mitigate or eliminate any negative effects. To that end it shall be a requirement of the parties to meet and discuss potential actions which could adversely affect either party and if such action(s) are taken by a third party, it shall be

  
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mandatory for the parties to meet and take steps to mitigate or eliminate the impacts for the benefit of both agencies.

#### IV. Fire Services Forum

Joint meetings between the City's and the Fire District's elected officials shall be known as the Fire Services Forum. All elected officials of the City and District shall meet as often as requested by either party but not less often than quarterly to discuss issues of importance or concern to one or both of the parties. These joint meetings will include the Mayor, City Council Members, and Fire District Commissioners. The authority of this group will be consistent with the powers and authority of the elected officials as established by law. The meetings shall occur at a regularly scheduled City Council meeting, unless otherwise agreed.

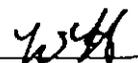
The purpose of the Fire Services Forum is to assist elected officials in providing for the delivery of services under the conditions of this agreement, serve as a conduit for the exchange of information and discussion of issues of mutual interest, such as but not limited to service agreements, amendments or changes to this agreement, Fire services budget, level of service, master planning, third party actions that impact the parties to this agreement, or other topics identified by either party.

The Forum schedule will be established by the Forum members on an annual basis. Forum meetings shall be in compliance with the Open Public Meetings Act, RCW 42.30. Each party shall be responsible for ensuring that the requirements of the Open Meetings Act are met. The City Fire Chief and his or her designee will serve as staff support to the Forum. The responsibility of staff support is to advise the elected officials on issues concerning the fire department. The City will maintain all required records of the Forums.

#### V. Fire Chief

The Fire Chief shall be an employee of the City. It is understood that the authority to hire, discipline, commend, or terminate the Fire Chief is the City's. However, inasmuch as the Fire Chief is the primary contact and administrator of services provided to the District, it is in the interest of both parties to allow input into the process of hiring, discipline, commendation, or termination of the Chief. The City shall include the district commissioners, to the extent possible, in the interview process for hiring any new Chief, and shall also include the commissioners in the performance evaluation process by meeting with the district commissioners at least annually to discuss the position and performance of the Fire Chief. Any input by the commissioners may be used in making decisions. The content of any discussion shall remain confidential due to the personnel nature of the discussion. The elected officials shall be notified of any significant decisions regarding the hiring, discipline, commendation, or termination of the Fire Chief prior to the information becoming public.

  
City

  
District

VI. Administration

A. General. The parties mutually agree:

- 1) To execute all documents necessary to give effect to this agreement.
- 2) The City shall exercise discretion and determination over the quality and quantity of supplies, vehicles, equipment, materials, or character of work performed in the construction, alteration, or repair of any fire service facilities.
- 3) All claims against the other party for compensation for any loss, damage, personal injury, or death occurring on consequence of the performance of this agreement are hereby waived.
- 4) Administration of this agreement shall be the responsibility of the City, under the policies of the governing bodies of the parties to this contract. Under the direction of the City, the Fire Chief shall implement this agreement to its fullest extent in order to provide the services identified herein.

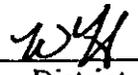
B) Meetings. The City Administrator and Commissioners shall meet no less than twice a year to ensure this operating contract is being administered in the best interest of both parties. These meetings will be scheduled in April and September, by the City, and may include the Fire Chief.

C) Modifications. This instrument constitutes the entire agreement between the parties. No modification or amendment shall be valid unless evidenced in writing, properly agreed to, and signed by both parties. During the term of this agreement, either party may request in writing to renegotiate specific provisions of the agreement or to settle other differences of the parties. In the event such a request is made, the parties agree to negotiate such provisions in good faith. A request made under the provisions of this paragraph shall not be considered a notice of intent to terminate the agreement.

D) Dispute Resolution.

- 1) Participation. In the event that any dispute arises between the parties as to the interpretation or application of any term of this agreement, or as to the validity of any claim made by either party against the other as a result of this agreement, or if either party seeks to terminate the agreement prior to the end of its term, and the parties are unable to resolve the dispute through negotiations, the parties agree to participate in a nonbinding, neutral evaluation and mediation of their dispute at a mutually agreeable location. Either party may request that any dispute be submitted to neutral evaluation and mediation at any time upon the giving of written notice to the other party. This agreement may not be terminated before the end of

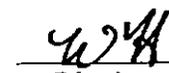
  
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its term unless the parties mutually agree thereto or until the mediation process has been completed.

- 2) Selection of Mediator. Upon the giving of notice by either party as provided above, the parties shall attempt to select a neutral person to evaluate and mediate the dispute. If, after thirty (30) days, the parties cannot agree on any of the persons named, or if acceptable persons are unable to serve, or if for any reason the appointment of a neutral person cannot be made, either party may terminate the dispute resolution process or the parties may, by agreement, seek other means of resolution.
- 3) Conflicts of Interest. Each party shall promptly disclose to the other any circumstances known by it that would cause justifiable doubt as to the independence or impartiality of any individual under consideration or appointed as a neutral mediator. Any such individual shall promptly disclose such circumstances to the parties. If any such circumstances are disclosed, the individual shall not serve as neutral mediator unless both parties agree in writing.
- 4) Compensation of Mediator. The neutral mediator's charges shall be established at the time of appointment. Unless the parties otherwise agree, the fees and expenses of the neutral mediator shall be split equally and each party shall bear its own costs and expenses.
- 5) Mediation Session. The mediation session is intended to provide each party with an opportunity to present its best case and position to the other party and the neutral mediator and for the parties to receive opinions and recommendations from the neutral mediator. The neutral mediator shall facilitate communications between the parties, identify issues, and generate options for settlement. The neutral mediator shall also discuss with each party separately the neutral mediator's opinion and evaluation of the strengths and weaknesses of that party's position. The terms of any settlement made by the parties as the result of the mediation shall be set out in a written addendum to this agreement.
- 6) Confidentiality. The dispute resolution process identified in this paragraph is a compromise negotiation. The parties agree to maintain in confidence all offers, promises, conduct, and statements, oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts, representatives or attorneys, or by the neutral mediator and agree that the same shall be deemed negotiations in pursuit of settlement and compromise and not admissible or discoverable in subsequent legal proceedings pursuant to Washington Evidence Rule 408. The neutral mediator shall be disqualified as a trial or deposition witness, consultant, or expert of either party.

  
City

  
District

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

E. Termination. This agreement may only be terminated by mutual agreement of the parties or for one or more of the reasons set forth below. Provided, however, the agreement may not be terminated before the end of the term, unless the parties first participate in good faith in the mediation process.

- 1) The District fails to timely make payments required under the terms of this agreement. The City may seek specific performance of the agreement or such other relief as may be deemed appropriate by the arbitrator or judge. In the case of the agreement being terminated for non-payment, the City will receive a credit for any amounts owed to the District for the amount of the shortfall in payments made by the District.
- 2) The Districts levy rate drops below the maximum allowable levy rates for fire districts with one or more employee for 4 consecutive years and the District fails to request voter approval of a statutory lid lift. This clause shall not be applicable should the District be able to meet its financial obligations under the agreement. Further, this obligation to seek an increase in District levy rates shall not be interpreted to provide for termination of the agreement should the voters disapprove a levy rate increase. Should such disapproval occur the District agrees to at least annually request the voters to approve a levy lid lift to the statutory maximum, until such time as the District is able to meet its contractual obligations or the levy rate increase is approved.
- 3) The District ceases to exist either through complete annexation to the City or merger into another district or districts. If the agreement is terminated under this provision, all other provisions of this agreement not withstanding, if the assets are to be divided, they shall be divided in accordance with state law.
- 4) The reasons set forth in Paragraph IX (B) or Paragraph VIII(C)(3)

F. Term of Agreement. The term of this agreement shall commence upon signature by both parties and shall end on December 31, 2027. The terms and conditions of this agreement shall be fully renegotiated, and agreement reached regarding renewal or replacement of the agreement, at least six (6) months prior to the expiration date, unless this agreement is previously terminated as provided in Section E, above.

## VII. Assets

  
City

  
District

On the effective date of this agreement, the District will sell and transfer to the City and the City will purchase and receive all of the facilities, properties, equipment, and items belonging to the District, including Fire Station 98 and 99 and the real property upon which they are situated, not previously transferred for the sum of \$10.00 (ten dollars). A Bill of Sale will be issued for all personal property and Statutory Warranty Deeds shall be executed for all real property. It is the intent of this agreement that all such facilities, properties, equipment, and items shall be used for the purpose of this agreement by the City and shall be maintained and insured on substantially the same basis as other property owned and maintained by the City. Such property shall only be surplus or disposed of in accordance with City of Black Diamond policies and procedures regarding disposal of property. Prior to disposing of any property transferred to the City by the District under this paragraph, the City shall inform the District's Commissioners of the City's intent to dispose of the property.

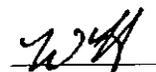
The City shall create by ordinance a designated Fire Department Capital and Equipment Reserve Fund. Moneys received from the disposition of any assets shall be placed in this fund.

In the event of termination of this agreement:

- A. The ownership of all fire department assets shall be divided in cash, real property, equipment, and/or contracts for service. Each party shall be entitled to a percentage of the value of the total fire department assets which is equal to that party's percentage of the total assessed valuation of the City and the District combined, determined as of the year at the end of which termination will become effective. In the event the parties cannot agree upon the division of assets, the parties agree to utilize the dispute resolution step outlined above to resolve the division of assets.
- B. Assets to be divided on termination of the contract shall include equipment in excess of \$100.00, facilities, and other property of value. Quantities of supplies and items valued at less than \$100.00, but stored for the purpose of operating facilities, shall be divided or left in place for operation of the facility. Reserve funds, which have been created by joint contribution, shall be classified as a joint asset. Any assets purchased after the effective date of this agreement, that are purchased with funds received from a voter approved special levy within the City shall not be included in the valuation of assets to be divided.
  - The value shall be determined in accordance with the generally accepted accounting principles as of the conclusion of the final year of the contract.

The City shall inventory and establish the current value of assets of the Fire Department. Throughout the term of this contract, the Fire Department will update and maintain an inventory list of Fire Department assets. At the end of each year, the department will provide both parties with copies of the updated asset inventory list.

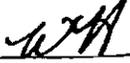
  
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## VIII. Financing

- A. **General Obligation Bonds.** Each party shall be responsible for any general obligation bonds it issues or has issued for acquisition of equipment, real property, and improvements for the benefit of emergency services.
- B. **Expense Fund.** The budget shall include expenses for the operation of the fire department. This shall include all general fund expenses as well as overhead costs as agreed to by the city and district, calculated as provided below.
- C. **Revenues.** Each party will contribute funds to support the operations and capital facilities needs of the department on an annual basis. To the fullest extent authorized by law, the District agrees to request/impose a levy rate sufficient to raise enough money to meet its obligations under this agreement. Each party's contribution toward the budget will be calculated according to the following formula:
- 1) The Fire Budget shall first be determined by taking the Department budget approved by the City Council and adding to it the City approved Fire Department contribution to the Equipment Replacement Fund and Capital Improvement Program Fund (per paragraph VI of this Agreement to be known as the Fire Department Capital and Equipment Reserve Fund) for the area served under this Agreement for the year in question. The City may, at its option, include in the Fire Department Budget the amounts that would otherwise have been contributed to the Equipment Replacement Fund and the Capital Improvement Program Fund. An amount equal to ten percent (10%) of the sum of the department budget, Equipment Replacement, and Capital Improvement Program contribution shall then be added to reimburse the City for its overhead costs of operating the Department. The resulting total shall be known as the Total Fire Budget.
  - 2) From the Total Fire Budget established under subparagraph 1 above, there shall then be subtracted the amount to be received by the parties during the year in question from the County EMS Funding. The remainder shall be known as the Net Fire Budget.
  - 3) The parties shall contribute funds to the Net Fire Budget in the same proportion as each party's total assessed valuation for property tax purposes bears to the total assessed valuation of both parties for the year in question. For example, in if the total assessed valuation of the District and the City combined was \$1,000,000,000, of which 75% was attributable to the City and 25% was attributable to the District. These percentages will be applied to the Net Fire Budget to determine each party's contribution. Provided, however, that due to the limited funding sources of the District, the District shall not be required to contribute more than 90% of the revenues it is legally authorized to take in that fiscal year. It is further provided that should the District have funds available in reserve to make up any short fall in its contribution level, those funds shall be utilized to the extent available. Additionally, the District

  
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District

shall receive a credit toward its contribution for all wages and benefits it pays to its employee assigned to the Fire Department. However, commencing with calendar year 2003, if 90% of the District's revenues, plus other funding sources, are not sufficient to meet the District's fair share contribution to the Fire Budget as required by Paragraph VIII for more than one calendar year, then the City may terminate this agreement pursuant to the provision of Paragraph VI(3)(C), all other provisions of this agreement notwithstanding. The shortfall in the District's contribution shall be debited against any monies the District may be entitled to as a result of the termination process.

- 4) The District shall make its contribution in two equal installments during the calendar year, the first installment due no later than May 30<sup>th</sup> and the second installment due no later than November 30<sup>th</sup>.

- D. Budget. During the first Fire Services Forum of each year, the parties shall discuss any recommended policy changes that would affect the following year's budget. Direction shall be given to the Fire Chief as to the policy issues affecting the budget.

The Fire Department budget will proceed through the regular City budget process, providing feedback to the District on a regular basis. Once the budget is approved, a worksheet shall be completed, and the required contributions of the City or District shall be calculated as provided in Subsection "C" above.

In the event either party has funds in addition to that which would be required to fund its contribution to the budget, then that party may elect to propose an additional contribution to the Fire Department budget for the purpose of establishing or enhancing department programs.

In the event that the additional contribution involves personnel, the proposal shall be deliberated during the annual budget process. Contributions for other than personnel may be presented throughout the year. Both parties must agree for any additional contribution to be made that represents an ongoing cost beyond the year in which the contribution is made.

After each fiscal year, the City shall provide the District with an accounting of the actual expenses of the Fire Department programs and the revenues received for such programs.

- E. In a separate budget, the District shall provide for payment of salaries and expenses of the commissioners and the secretary, the cost of state examinations, elections, and other expenses peculiar to the District as a separate legal entity. These expenses shall be paid for out of District revenues and shall not be considered part of this Agreement.

#### IX. Capital Improvements.



City



District

A. Both parties shall contribute funds toward Capital Improvement Projects as provided in Section VIII(C) of this agreement, but the City shall be responsible for utilizing such funds to design and construct said projects. Capital improvements shall be identified in the City of Black Diamond's Capital Improvement Program and/or Capital Facilities Plan.

B. If the City Council determines that a Special Levy is needed in order to provide additional fire equipment, capital facilities or a higher level of service than can be provided with the regular assessment rate, then the District shall also authorize and support a Levy for that purpose within the District. If the Levy fails within the District, but passes within the City, then the City may terminate this Agreement upon six (6) months' notice to the District. However, the notice of termination shall automatically be withdrawn if, during the six (6) month period, the voters in the District approve the special levy or the District provides an alternative source (for example, special benefit charges authorized by RCW 52.18) that will guarantee the City the amounts that otherwise would have been approved as a special assessment.

X. District Employee.

The Fire District shall hire one full time employee who shall be on loan to the City on a full time basis at all times during this Agreement's term. The employee shall be supervised by the Fire Chief, or his designee. The Fire Chief is delegated the authority to hire, discipline and fire this employee provided the Fire Chief's actions are consistent with the City's personnel policies and procedures that are in effect at the time the action is taken. The duties and responsibilities of the employee shall be as defined by the Fire Chief and may include any tasks, the performance of which are assigned to the Fire Department. The employee may participate in all City employment benefit programs, if authorized to do so under the terms of the programs, including, but not limited to, medical and retirement benefits. Salary and benefits for this position shall be included in the fire department budget established annually pursuant to section VIII above and shall be paid directly by the District with the District receiving a credit toward it's annual contract payment to the City for all amounts paid as wages and benefits to this employee.

XI. Insurance.

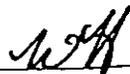
The District shall maintain appropriate liability insurance for commissioners and any employees. The City shall maintain insurance for all city personnel, facilities, apparatus, and other assets as needed. The City shall provide proof of insurance to the District when requested.

XII. Severability.

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

XIII. Notices

  
City

  
District

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

A. Notice to the City of Black Diamond shall be sent as follows:

City of Black Diamond  
City Manager  
Black Diamond City Hall  
Black Diamond, WA 98010

B. Notice to Fire District 17 shall be sent as follows:

King County Fire District 17  
Attn: Chairperson  
P.O. Box 249  
Black Diamond, WA 98010

XV. Enforcement.

If legal action or arbitration is commenced regarding the interpretation or enforcement of any provisions of this Agreement then the prevailing party in said action or arbitration shall be entitled to an award of its reasonable attorneys' fees and all costs and expenses, including the costs of consultants, accountants, and expert witness fees, incurred relative to preparing for and processing such suit or proceeding as an award against the non-prevailing party, in addition such other economic or equitable relief that may be awarded.

XVI. Future Planning.

The parties recognize the temporary nature of Fire District 17 and agree to not oppose any proposed annexations or mergers, or partial mergers of District 17 territory into the City or neighboring fire districts.

XVII. Payment of Balance of 2002 District Obligation.

The District shall pay to the City no later than December 15, 2002 the sum of thirty four thousand five hundred eighty two dollars and seven cents (\$34,582.07) as the balance of its obligation for fire service in year 2002.

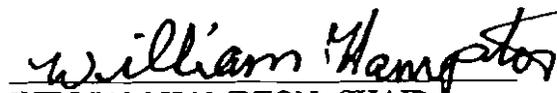
CITY OF BLACK DIAMOND

KING COUNTY FIRE PROTECTION  
DISTRICT #17



HOWARD BOTTS, MAYOR

Date: 10-7-02



WILLIAM HAMPTON, CHAIR

Date: 9/10/02

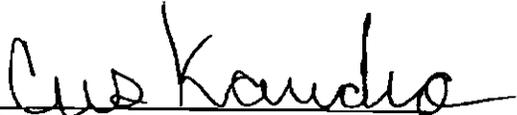


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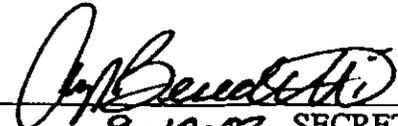


District

ATTEST:

  
CRIS KANDIOR, CITY CLERK

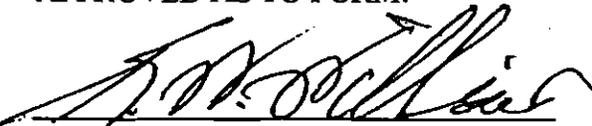
ATTEST:

  
9-10-02, SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
LOREN D. COMBS  
CITY ATTORNEY

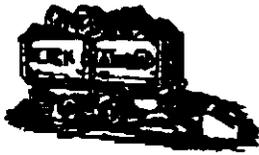
APPROVED AS TO FORM:

  
KINNON W. WILLIAMS  
DISTRICT ATTORNEY

Ldc821-2

  
City

  
District



# City of Black Diamond

P.O. Box 599  
25510 Lawson Street  
BLACK DIAMOND, WA 98010  
(360) 886-2560 • FAX (360) 886-2592

## MEMORANDUM OF UNDERSTANDING

### 1. PURPOSE

The purpose of this document is to interpret the Emergency Services Operating Agreement between the City of Black Diamond and King County Fire District #17, and to ratify that interpretation.

### 2. ALLOCATION OF RESOURCES TO PRESERVE TAX ADVANTAGE

The parties recognize that in order to qualify to assess certain tax levies, Fire District #17 is required to employ at least one full time employee. Presently, the City of Black Diamond manages the Black Diamond/Fire District #17 Fire Department, and conducts personnel management. In managing the Department, the City should preserve the authority to assess taxes for the benefit of the District, and should assure the employment of at least one full time employee of the District to do so. Therefore, the parties acknowledge that in directing revenue to the City for operation of the Department, the District dedicates an adequate sum to the employment of at least one full time employee; and the City agrees that District funds shall be allocated to the employment of at least one full time employee. The parties agree that the employee may be paid through the City of Black Diamond payroll system for the convenience of the parties and to avoid the unnecessary expense of maintaining dual payroll systems; but that the funding for the position shall be deemed to come from the District never the less.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
Howard Botts, Mayor  
The City of Black Diamond

*William Nampato* Commissioner  
*Albert [unclear]* Commissioner

\_\_\_\_\_  
Fire District #17 Board of Commissioners



**WILLIAMS  
& WILLIAMS**

A PROFESSIONAL SERVICE CORPORATION

6161 N.E. 175TH, SUITE 202  
KENMORE, WASHINGTON 98028  
TELEPHONE (425) 486-8138  
FACSIMILE (425) 485-8449  
EMAIL [williamspec@williamspec.com](mailto:williamspec@williamspec.com)

WILLIAM L. WILLIAMS  
KINNON W. WILLIAMS  
CATHERINE C. CLARK

**KINNON W. WILLIAMS**  
[kww@williamspsc.com](mailto:kww@williamspsc.com)

October 21, 2002

Hazel Newton  
Accounting Division  
King County Department of Assessments  
500 Fourth Avenue, Room 709  
Seattle, WA 98104

**Re: King County Fire District 17  
2003 Levy - \$1.50 per thousand Assessed Valuation**

Dear Ms. Newton:

This is to advise you that the District will have a fulltime employee on or before January 1, 2003 thus increasing the allowable tax levy in the District to \$1.50 per thousand dollars of assessed valuation. The Board has approved this position and the hiring process has been commenced and is expected to be completed prior to December of this year. If there is additional information which you need, please let me know immediately as the District will be assuming a maximum statutory rate of \$1.50 per thousand of assessed valuation for budget planning purposes.

Very truly yours,

WILLIAMS & WILLIAMS, P.S.C.

Kinnon W. Williams

KWW

F:\Share\Fire\_Dist\King 17\NewtonLtr102102.doc

**Copy of an email referencing the need for KCFD 17 to employ someone in order to obtain \$1.50/1,000 funding level for one season.**

**From:** Kinnon Williams [mailto:kw@williamspsc.com]  
**Sent:** Friday, November 01, 2002 12:58 PM  
**To:** 'john herbert'  
**Cc:** ldc@mcgavick.com  
**Subject:** RE: Fire District Employee

Thank you for the heads up. It's no wonder this one slipped by. It just became law this summer, well after we had discussed the various proposals and in fact only about a month before the contract was signed. This will make things much easier. The District will levy the full \$1.50 and I will talk to Loren about making the amendment.

I have set out the text of the amendment to title 52 below.

*2002 Wa. ALS 84, \*; 2002 Wa. Ch. 84;  
2001 Wa. HB 2495*

WASHINGTON ADVANCE LEGISLATIVE SERVICE  
STATENET

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WASHINGTON SECOND SESSION OF THE 57TH REGULAR SESSION

HOUSE BILL 2495

CHAPTER 84

2002 Wa. ALS 84; 2002 Wa. Ch. 84; 2001 Wa. HB 2495

**SYNOPSIS:** AN ACT Relating to updating outdated fire district statutes to increase efficiency; and amending RCW 52.16.160.

**NOTICE:**

[A> UPPERCASE TEXT WITHIN THESE SYMBOLS IS ADDED <A]

[D> Text within these symbols is deleted <D]

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To view the next section, type .np\* TRANSMIT.

To view a specific section, transmit p\* and the section number. e.g. p\*1

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BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

[\*1] Sec. 1. RCW 52.16.160 and 1985 c 112 s 1 are each amended to read as follows:

Notwithstanding the limitation of dollar rates contained in RCW 52.16.130, and in addition to any levy for the payment of the principal and interest of any outstanding general obligation bonds and in addition to any levy authorized by RCW 52.16.130, 52.16.140 or any other statute, [D> if in any county where a township has never been formed or where there are one or more townships in existence making annual tax levies and such township or townships are disorganized as a result

of a county-wide disorganization procedure prescribed by statute and is no longer making any tax levy, or any township or townships for any other reason no longer makes any tax levy, <D] the board of fire commissioners of any fire protection district within such county, which fire protection district has at least one full [A> - <A] time, paid employee, [A> OR CONTRACTS WITH ANOTHER MUNICIPAL CORPORATION FOR THE SERVICES OF AT LEAST ONE FULL-TIME, PAID EMPLOYEE, <A] is hereby authorized to levy each year an ad valorem tax on all taxable property within such district of not to exceed fifty cents per thousand dollars of assessed value, which levy may be made only if it will not affect dollar rates which other taxing districts may lawfully claim nor cause the combined levies to exceed the constitutional and/or statutory limitations.

**HISTORY:**

Approved by the Governor on March 21, 2002

Effective June 13, 2002.

**SPONSOR:** House Committee on Finance (originally sponsored by Representatives Mulliken, Dunshee, Edwards, Miloscia and Casada)