

## **INTERLOCAL AGREEMENT FOR FIRE SERVICES**

### **Snohomish County Fire Protection District #10 And The City of Bothell**

This intergovernmental agreement is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT #10 a municipal corporation hereinafter referred to as "DISTRICT", and the CITY OF BOTHELL, a municipal corporation hereinafter referred to as "CITY".

The District contracts with the City to provide services normally associated with a fire department under the authority of RCW 52.12.031 and the City provides such services under the authority of RCW 35A.11.040 and in conformity with Chapter 39.34 RCW, the Interlocal Corporation Act; and

It is the purpose of this agreement to provide the terms and conditions under which the City will provide such services to the District; and

To carry out the purpose of this agreement, in consideration of the benefits to be received by each party, it is agreed as follows:

#### **1. SERVICES TO BE PROVIDED BY THE CITY**

##### **A. Services To Be Rendered:**

1. The City agrees to provide services to the District normally associated with a City fire department allowable under State and County laws and ordinances to include, but not limited to:
  - A. Fire Prevention Education
  - B. Fire Suppression
  - C. Emergency Medical Aid
  - D. Hazardous Materials Incident Response
  - E. Technical Rescue
  - F. Dispatch
  - G. Vehicle and Equipment Preventative Maintenance
2. The City shall furnish all personnel, including clerical and administrative support required to perform the above listed services.
3. Such services shall be provided to the District as presently constituted or as may be annexed to the District, including all District-owned real and personal properties.
4. Such services shall be rendered on the same basis and in the same manner as such service is rendered to areas within the City or with which the City has contracts. (See Section 8D)
5. The City shall provide Advanced Life Support (ALS) services to the District. If said services are provided by a third party under contract to the City, those services are subject to District approval. ALS

services are currently provided through a contract with the Shoreline Fire Department (King County fire District 4), and said services shall meet District expectations. The costs of these ALS services are incorporated in the cost of services to the District as defined in Section 8 of this agreement. The City agrees that during the term of this agreement, all emergency medical services and the vehicles and personnel used to supply such services whether supplied directly by the City or through a third party contract will meet the statutory and regulatory requirements set forth in Chapter 1871 and 18.73 RCW and Chapter 246.976 WAC.

6. The City will provide staff assistance and project management to the District to complete the Army Reserve remodel project as defined by the exchange agreement between the Department of the Army and the District that conveys the property where the Queensborough Fire Station is located. .
7. The City will provide and pay for all utility charges that are required for the operation of the Queensborough firehouse. Utility charges are defined as charges for water, sewer-solid waste, electricity and gas.
8. The City, through the Fire Department, shall provide for secretarial services in support of the District's business activities. The District and the Fire Chief shall jointly establish the proper level of support. Both parties shall meet quarterly to determine if the level of secretarial support is meeting the District's Business needs.

## **B. PERFORMANCE AND CONTRACT ADMINISTRATION**

1. The City's Fire Chief is the primary contact and administrator of services provided to the District. The Board of Commissioners reserve the right to protect the interests of the public by providing input to the City Manager relative to the administration and performance of said contract and may request to meet directly with the City Manager on related issues. The City Manager may also request to meet with the Board of Commissioners on issues related to the administration and performance of the contract. It is understood that the Fire Chief is an employee of the City under the direction of the City Manager. Furthermore, it is understood that the authority to hire, discipline, commend or terminate the Fire Chief is at the sole discretion of the City Manager in accordance with the appropriate State and Federal laws and ordinances of the City of Bothell.
2. Current levels of service are the benchmark which the District and City hold as "contract standard". It is understood that the District and City evaluate "levels of service" based on staffing levels, response times and prevention activities and that the means for achieving "levels of service" is the sole responsibility of the City.
3. Incremental fluctuation in service levels due to call volumes, complexity of call, simultaneous fires, emergency medical calls with the City, outside of the City or with the District, or large scale natural or manmade disasters, whereby facilities of the City are taxed beyond

its ability to render equal protection or other service demands beyond the control of the City or District are expected.

4. Fluctuations or changes in service beyond acceptable levels, as determined by the District, or increase in service demands beyond an acceptable level, as determined by the City, may be cause for renegotiation or termination of this agreement as provided for in the agreement.

## **2. INSURANCE**

The District shall provide adequate insurance coverage for the District's property, buildings and equipment and shall include public liability, property damage and comprehensive coverage. The City shall provide adequate insurance coverage for the City's property and equipment and shall include public liability, property damage and comprehensive coverage. In addition, both the City and District each agree to carry, at all times during the term of this agreement, liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) each occurrence with a two million dollar (\$2,000,000) general aggregate, covering the City and the District for all activities of the employees of the City relating to the performance of this agreement.

## **3. LIABILITY**

Each of the parties to this agreement shall, at all times, be solely responsible and liable for the acts or failure to act of its personnel that occur or arise in anyway of the performance of agreement by its personnel only, and to save and hold the party and its persons and officials harmless from all costs, expenses, losses, damages, including costs of defense incurred as a result of any acts or omissions of the party's personnel relating to the performance of the agreement.

## **4. PROPERTY OWNERSHIP**

All property acquired by the District to enable it to perform the services required under this agreement shall remain the property of the District in the event of the termination of this agreement. All property acquired by the City to enable it to perform the services required of this agreement shall remain the property of the City in the event of the termination of this agreement. All equipment and personal property that has been or will be purchased by the District for use by the City under the terms of this agreement shall be distinctly marked as property of the District.

## **5. EQUIPMENT LOCATION**

All equipment purchased by the District shall normally be assigned to and stationed in the district, provided that such equipment may be used by the City when deemed necessary by the fire Department Administration for proper protection when regularly assigned City equipment is out of service. In the event District equipment may be out of service, the City agrees to assign, on a temporary basis, comparable equipment to District stations if deemed necessary by the Fire Department Administration for proper protection. The Fire Department Administration shall cooperate with the

Board of Commissioners on the permanent assignment and location of all district equipment. Should the District purchase a second Aid Car, it will be assigned to the Canyon Park firehouse (Station 45). The District and the City have entered into this agreement to share resources in order to give the best overall protection to the citizens of the District and the City, and the use of District and City owned equipment and facilities is given due consideration as part of the compensation addressed in Section 8 of this agreement.

## **6. FACILITY MAINTENANCE**

The City will provide the cost of routine maintenance at the Queensborough Firehouse. Routine maintenance is defined as janitorial services, seasonal landscape maintenance, periodic carpet cleaning, etc. Routine maintenance does not include structural repairs, such as replacing the roofing, or other structural repairs that are a result of a natural or man-made disaster in accordance with written District Policy. Consumable supplies utilized primarily by City personnel in the performance of the duties as required by this agreement shall be furnished by the City. The Fire Chief shall establish a check list and work order procedure to ensure that janitorial services, seasonal landscape, HVAC equipment, ductwork cleaning, filter replacement and rodent control are completed. Both parties shall meet quarterly to determine if the established check list is being completed.

## **7. VEHICLE MAINTENANCE**

The City agrees to perform routine maintenance and furnish all fuel and lubricants necessary for the operation of the District's motor vehicles which are under the Fire Department's operational control, including parts and labor, except:

- A. Where the parts to be purchased exceed one thousand dollars (\$1000.00) in value and the repair work is performed by a qualified and competent mechanic as determined by the City, the District shall pay for these parts as billed by the City;
- B. If repairs required are such that the apparatus or vehicle must be sent to a commercial repair service agency, the District shall pay for the contract repairs as billed by the vendor.
- C. The Board of Commissioners will be consulted prior to any repair work done to District vehicles that is anticipated to exceed Two Thousand Five Hundred Dollars (\$2,500), except that in the event of an imminent need for such repairs, the Fire Chief is authorized to proceed with such repairs as may be necessary to abate the emergency.
- D. The District shall maintain a written policy for the repair, maintenance and replacement of District vehicles and equipment.
- E. The City shall provide assistance for the design and purchase of all District vehicles and equipment. The final authority to approve such purchases shall remain with the District.

## 8. PAYMENT TO THE CITY

- A. The District agrees to pay to the City for services rendered for each year within the term of this contract, a sum equivalent to eighty percent (80%) of the current year regular property tax revenue and eighty percent (80%) of the current year Emergency Medical Services levy revenue that is collected. The City will invoice the District in June and December each year for payment. The first payment shall be made on or before June 30 with the second payment payable as soon as the year end financial statement is available to the District.
- B. In addition to the above, the City and the District agree to review the negotiated labor agreement with the Bothell Firefighters Local #2099 on an annual basis, prior to Nov. 1. Any negotiated increase in wages shall be reflected in the annual payment as follows:
  - a. The increase in salaries of six (6) Firefighter IV employees, three (3) Lieutenants and one (1) Battalion Chief shall be added to the annual compensation described above.
    - 1. A “not to exceed” cap of five percent (5%) shall apply to this increase.
    - 2. Should the number of personnel assigned to the Queensborough Firehouse increase, the cost of personnel in section “A” above will increase to match that number. The District will be informed 90 days prior to the increase in personnel. The dollar amount due will be paid in the next year’s payment for fire services.
- C. The District owns the Queensborough Firehouse, one Fire Engine and a minimum of two Aid Units. As a component of compensation to the City for services rendered under this agreement, the District agrees to allow the City to station Fire personnel at the Firehouse and allow the use of District owned vehicles in accordance with the provisions of this agreement. The City owns the Canyon Park Firehouse, which also directly responds to District locations, and four (4) engines, one (1) Ladder Truck, two (2) Command Vehicles and two (2) aid cars. As a component of the services provided the City agrees to allow these resources to be stationed as needed to protect District assets and property.
- D. Fees for EMS Transport service, adopted by the City of Bothell, shall not apply to services rendered to District taxpayers (including property owners, District residents, business owners and employees of businesses located in the District) unless adopted in whole or part by an action of the District’s Board of Commissioners. The City and District shall meet on an annual basis to verify that this provision is being consistently and appropriately implemented.

## 9. JOINT ADVISORY BOARD

A Joint Fire and Medical Advisory Board, hereinafter “Joint Board” shall be established to represent the interests of both the City and District in providing Fire and Emergency Services within the District:

- A. **Membership** – The Joint Board shall consist of four (4) members. The City shall select two members from the City Council and the District shall have two members from the Board of Fire Commissioners.
- B. **Meetings** – The Joint Board shall meet at least every three months. The time and place for the meeting shall be established by the Joint Board in compliance with the Open Public Meetings Act, RCW 42.30. A quorum of the Joint Board shall consist of at least three (3) appointed board members. Recommendation of the Joint Board shall require the affirmative vote of a majority of the quorum. The City shall appoint a secretary for the Joint Board, which shall include taking minutes of meetings and providing services as may be required by the Joint Board.
- C. **Authority** – While final authority for implementation of the Contract and fire service delivery remains with the City Council and Board of Fire Commissioners, the Joint Board shall serve in a policy advisory role to them. It will recommend:
  - 1. An annual operating and capital budget for the District
  - 2. Levels of service to be delivered within the District’s service boundaries.
  - 3. Conditions and changes for mutual aid and service agreements.
  - 4. Proposed changes to the contract between the City and District.
  - 5. Long-range planning, equitable funding, efficiency, improved services and generally serve as a forum for improved communications and mutual trust between the City and District.
- D. **Fire Chief** – Under the direction of the City Manager, the Fire Chief shall make recommendation to the Joint Board on policy issues including contracts, agreements, levels of service and fire service joint policies. The Fire Chief will implement the Board’s decisions (after approval by the governing bodies) using the best judgment regarding the integration of the decisions into the daily operations and methods of service delivery. The Fire Chief shall be responsible for and direct all operations, personnel and deployment of resources, establish standard operating procedure and policies for the Fire Department. The Fire Chief shall report to the Joint Board at least quarterly regarding operations, facilities, equipment and budget items to provide a line of communications between members of the Fire Department and the Joint Board within the established command structure.

## **10. EFFECTIVE DATE**

This agreement shall become effective on January 1, 2009 and shall continue indefinitely unless terminated by either party. However, if 80% of the current year property tax revenue and 80% of the current year Emergency Medical Services levy fail to substantially meet the operating costs of the Queensborough Fire House, the City can, with ninety (90) days notice, renegotiate the method of payment for services.

## **11. TERMINATION**

In the event that either party decides to terminate this Agreement, such party shall give to the other party twelve (12) months written notice of intent to terminate. However, in the event either party shall default in the performance or condition of this agreement, the other party may give written notice of the deficiency. If the default is not corrected or resolved to the satisfaction of both parties by written agreement, the grieved party may give written notice to terminate the agreement within thirty (30) days or either party may refer the question to arbitration as defined in Section 13 of this agreement.

## **12. MODIFICATION**

This instrument constitutes the entire agreement between the parties herein and supersedes all prior agreements. No modification or addendums shall be valid unless evidenced in writing, properly agreed to and signed by both parties, which shall then become a part of this agreement. In the event either party shall desire to renegotiate any provision of the agreement, such party shall notify the other party in writing of its intent. Such request to negotiate shall not be considered a notice of termination as provide in Section 10.

## **13. ARBITRATION**

In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement or that the other is not in compliance with the terms of this agreement, both parties agree to meet and negotiate in good faith at least twice. If agreement is not attained, the parties agree that such disputes shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator who shall not be employed or reside in the fire service area of the District or City. The two arbitrators shall appoint a third arbitrator with the same qualification. Unless different rules are adopted by the arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

## **14. BENEFITS**

This agreement is entered into for the benefits of the parties to this agreement only and shall confer no benefits, direct or implied, to any third persons.

**15. SEVERABILITY**

If any provision of this agreement or its application is held invalid, the remainder is not affected.

**16. ANNEXATION**

If any portion of the District is annexed by the City during the term of this Agreement, the assets of the District shall be distributed as defined by state law. Compensation for providing Fire and Emergency medical services will continue to be paid as provided in paragraph 8. However, if District tax revenues are reduced by annexation to a level where the District cannot meet both its obligations under paragraph 8 and its obligation to pay District expenses, the City will agree in good faith to negotiate reductions in the amounts payable under Paragraph 8.

**17. NOTICES**

All notices provided for in this agreement shall be in writing, signed by an authorized official and sent either by registered mail or certified mail, return receipt requested or by depositing in the U.S. Mail, postage prepaid, to the respective party as set forth below. Such notice shall be deemed received three (3) days after posting in the mail's as provided above.

A. Notice to the City shall be sent as follows

City of Bothell  
Attn: City Manager  
18305 101<sup>st</sup> Avenue, NE  
Bothell, WA 98011

B. Notice to the District shall be sent as follows:

Snohomish County Fire District 10  
P.O. Box 881  
Bothell, WA 98041



IN WITNESS WHEREOF, the parties have signed this AGREEMENT, effective on the date indicated below.

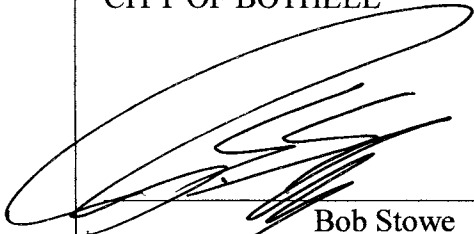
Dated this 1<sup>st</sup> day of January, 2009

Date: May 19, 2009

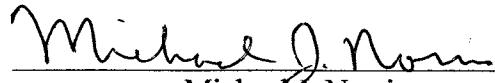
Date: 5/12/09

CITY OF BOTHELL

SNOHOMISH COUNTY FIRE  
PROTECTION DISTRICT NO. 10

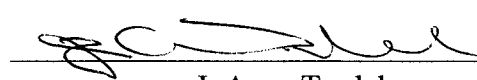


Bob Stowe  
Bothell City Manager

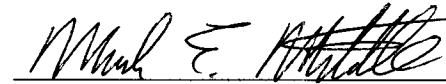


Michael J. Norris  
Commissioner, SCFD 10

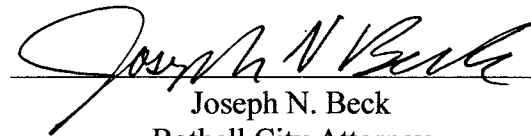
Attest:



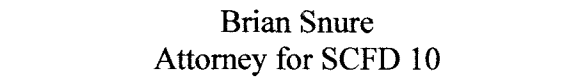
JoAnne Trudel  
Bothell City Clerk



Mark Mitchell  
District Secretary



Joseph N. Beck  
Bothell City Attorney



Brian Snure  
Attorney for SCFD 10

# ASSESSED VALUES, LEVY RATES & TAXES FOR TAX YEAR 2009

"Regular Value" includes values of property subject to regular (non-voter approved) levies and "Excess Value" includes values subject to excess (voter approved) levies. Values have been adjusted for all exemptions including senior citizens/disabled persons.

District / Levy	Regular Value	Excess Value	Timber Value	Rate	Real & Pers. Tax	Timber Tax	Total Tax
<b>FIRE DISTRICT 08 LAKE STEVENS</b>							
FIRE DIST 08 EXPENSE	\$5,066,319,860			1.28051796	\$6,487,513.57	\$0.00	\$6,487,513.57
FIRE DIST 08 EMS PERMANENT 2000	\$5,108,261,660			0.26581241	\$1,357,839.33	\$0.00	\$1,357,839.33
Totals for FIRE DISTRICT 08 LAKE STEVENS				1.54633037	\$7,845,352.90	\$0.00	\$7,845,352.90
<b>FIRE DISTRICT 10</b>							
FIRE DIST 10 EXPENSE	\$1,146,651,281			0.88698243	\$1,017,059.54	\$0.00	\$1,017,059.54
FIRE DIST 10 EMS 2006-2011	\$1,146,651,281			0.18766454	\$215,185.79	\$0.00	\$215,185.79
Totals for FIRE DISTRICT 10				1.07464697	\$1,232,245.33	\$0.00	\$1,232,245.33
<b>FIRE DISTRICT 12</b>							
FIRE DIST 12 EXPENSE	\$3,862,708,261			1.09235491	\$4,219,448.35	\$0.00	\$4,219,448.35
FIRE DIST 12 EMS PERMANENT 2005	\$3,878,678,461			0.50000000	\$1,939,339.23	\$0.00	\$1,939,339.23
Totals for FIRE DISTRICT 12				1.59235491	\$6,158,787.58	\$0.00	\$6,158,787.58
<b>FIRE DISTRICT 14 (NORTH COUNTY FIRE)</b>							
FIRE DIST 14 EMS 2005-2010	\$1,533,498,028			0.34395970	\$527,461.52	\$0.00	\$527,461.52
Totals for FIRE DISTRICT 14 (NORTH COUNTY FIRE)				0.34395970	\$527,461.52	\$0.00	\$527,461.52
<b>FIRE DISTRICT 15</b>							
FIRE DIST 15 EXPENSE	\$455,888,687			0.90215178	\$411,280.79	\$0.00	\$411,280.79
FIRE DIST 15 EMS PERMANENT 2008	\$472,557,987			0.25000000	\$118,139.50	\$0.00	\$118,139.50
Totals for FIRE DISTRICT 15				1.15215178	\$529,420.29	\$0.00	\$529,420.29