

FILED NO. 28014
CITY OF BELLEVUE
DATE 12-7-99
M-TOMOW
CITY CLERK'S OFFICE pos 6378

FIRE PROTECTION SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 1999, between King County Fire Protection District No. 14, hereinafter "the District," and the City of Bellevue, hereinafter "the City," both municipal corporations of the State of Washington, located in King County, Washington, with respect to the following facts:

WHEREAS, both parties have the power, authority and responsibility to provide fire protection services within their respective boundaries; and

WHEREAS, the City has established and maintains a fire department, and is capable within reasonable limitation, of providing service to the geographical area of the District; and

WHEREAS, the City has provided such service to the District heretofore under agreement dated September 10, 1968; under agreement dated October 6, 1980; under agreement dated October 31, 1986 and under agreement dated March 28, 1990 and December 14, 1993; and

WHEREAS, both parties desire to enter into an agreement for the purpose of continuing to utilize the City's fire protection capabilities to provide the District with fire protection services; and

WHEREAS, such agreements as herein set forth are specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington and by Chapter 52.12 of the Revised Code of Washington; now, therefore

IN CONSIDERATION OF THE PROMISES AND AGREEMENTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

1. Provision of Fire Protection Services. Commencing on January 1, 2000, and thereafter during the term of this Agreement, the City shall render fire protection services within the District as the District is presently or hereafter may be constituted, endeavoring to maintain a fire protection rating from the Washington Surveying and Rating Bureau, or its successor rating agency, which is at least the equivalent to that which the District has held. In rendering said services, the City shall have the sole discretion as to the staffing and equipment that will respond to each call, and shall be the sole judge as to the most expeditious, efficient, and effective

manner of handling and responding to calls for services or the rendering thereof and the District shall receive equal priority.

2. Payment for Fire Protection Services. For such protection service, the District agrees to levy the maximum millage allowed by law upon property within the District at the time of the levy. From the revenue received by the District from such tax levy the District shall retain annually for its operational needs, sufficient sums to pay adequately for a secretary to the Board, compensation for meetings at the maximum allowed by law for the District Commissioners, legal services from an attorney selected by the District Commissioners, and expenses for elections and auditing, and other expenses related to the operation of the District. The balance of the revenues of the District, after deducting the aforesaid expenses, shall be paid to the City in semi-annual installments in June and December, in accordance with receipts by the District from the County Treasurer. As further consideration for the provision of fire protection services in addition to the payment of revenue specified in this paragraph the District shall provide at no expense to the City the use of the District's station, fire truck, and other related facilities and the use of District employees for those purposes and for the times as agreed to by the parties. This extra consideration shall be deemed by the parties to eliminate any theoretical or actual deficits between the district's share of the identified costs of providing service and the actual monies received by the City during the term of the agreement. Notwithstanding above, suitable space for meetings of District Commissioners and use thereof in Fire Station #4 is reserved by the District.

3. Annual Meeting. There shall be an annual meeting between the District Commissioners or their designees and the Bellevue City Council or its designees during the month of June to discuss fire protection with the District and budgetary matters in order to facilitate the highest possible grade of fire protection within the area.

4. Maintenance of Fire Truck. The City agrees to pay all costs and expenses necessary to maintain the District's fire truck during the term of this Agreement in accordance with the City's standards for comparable equipment.

5. City Responsibility to Staff and Equipment. The City, in rendering fire protection services as provided herein, shall staff and equip Fire Station Number Four, but shall have no obligation to provide apparatus and/or equipment for said Station. All decisions regarding the level of staffing needed for the twenty-four- (24) hour continuous operation of Fire Station Number Four shall be made by the City in its sole discretion, and the City's determinations as to the adequacy of staffing provided by the City for said Station shall be final.

6. Increased Cost of Providing Fire Service. In the event that, during the term of this Agreement or any renewal or extension thereof, it is determined by the City and the District that the revenues generated by the District's then current tax levy are insufficient to pay for the then current cost of providing fire protection services as provided for in this Agreement, the District agrees to cause a ballot proposition to be placed before the District's voters at the next appropriate election to authorize a further increase in the regular property tax levy above the limitation set forth in Chapter 84.55 RCW, so as to generate sufficient tax revenues to pay for said increased cost of providing services hereunder.

7. Prior Annexation Agreement. The terms of the agreement dated December 10, 1964 between the contracting parties relating to the annexation of unincorporated areas of the District by the City shall remain in effect and are included herein, to the extent said provisions are applicable hereto.

8. Insurance Requirements. The District shall maintain and procure for the duration of this Agreement insurance against claims for injuries to persons or damages to property as respects the District Fire Station, located at 4216 Factoria Blvd. SE, Bellevue, WA 98006, Fire station #4 and a 1998 H & W Pumper, Engine #4. The insurance so purchased should provide general and automobile liability and property and automobile physical damage coverage for both the station and the pumper. Minimum levels for liability should be \$1,000,000 combined single limit per occurrence and the vehicle shall be covered for its actual cash value for physical damage coverage. The District Shall furnish the City with certificates of insurance signed by a person authorized by that insurer to bind coverage on its behalf and the City should be named as

an as additional insured as respects their interest therein. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The City will in turn provide proof of insurance to the District.

9. Hold Harmless. The District shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent or intentional acts or omissions of the District, its officers, employees and agents in performing this Agreement. The City shall protect, defend, indemnify and hold harmless the District, its officers, employees and agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent or intentional acts or omissions of the City, its officers, employees and agents in performing this Agreement.

10. Term. The term of this Agreement shall be five (5) years, commencing January 1, 2000 and ending December 31, 2004.

11. One-Year Extension. In the event the parties have not by December 31, 2004 entered into an agreement for the provision of fire protection services for any period after December 31, 2004, this agreement shall be automatically extended for a period of one year from January 1, 2005 to December 31, 2005 upon the same terms and conditions provided herein.

12. Asset Division Upon Annexation. Should the City annex a portion of the District including at least sixty (60) percent of the assessed valuation of the real property of the District, ownership of District assets shall be governed by RCW 35.02.190.

13. Recording. This agreement shall be filed with the City Clerk, the County Auditor, and the Secretary of State.

KING COUNTY FIRE PROTECTION
DISTRICT NO. 14, a municipal
corporation

CITY OF BELLEVUE, a
municipal corporation

By Paul A. Carlson
Chairman, Board of Commissioners,
King County Fire Protection
District No. 14

By Luinda Barton
City Manager

Approved as to form:

Patricia C. Cole →
Assistant City Attorney

Clifford F. Hurlbert COMM.

Harry C. Isaacson COMM.