

**NORTH BEND AMENDMENT TO
AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL SERVICES**

THIS AMENDMENT is entered into between KING COUNTY FIRE PROTECTION DISTRICT NO. 10, King County, Washington ("District"), the CITY OF ISSAQUAH, Washington ("Issaquah") and the CITY OF NORTH BEND, Washington ("North Bend"), all Washington municipal corporations.

RECITALS

A. The District and Issaquah have entered into a fire and emergency medical services joint operation agreement, entitled "Agreement for Joint Operation of Fire and Emergency Medical Services," and effective January 1, 1999 ("Agreement").

B. The District and Issaquah desire to include North Bend in the joint operation of the Joint Fire Department established in the Joint Operation Agreement, also effective January 1, 1999.

AMENDMENT

In consideration of the mutual covenants and conditions contained in the Agreement and this Amendment, the parties agree as follows:

1. **General Modification.** Except for paragraphs 5, 11 and 17 of the Agreement, all references to "City" in the Agreement shall refer to both Issaquah and North Bend. The term "parties" and the phrases "both parties" and "each party" in the Agreement shall mean all three parties to this Amendment, and the phrase "either party" in the Agreement shall mean any of the three parties to this Amendment

2. **Modification of Paragraph 3.2.** Paragraph 3.2 of the Agreement is amended to read as follows:

The Board of Directors shall consist of seven members, three of whom shall be appointed by the Issaquah City Council from among its members, three of whom shall be appointed by the Board of Fire Commissioners from among its members, and one of whom shall be appointed by the North Bend City Council from among its members. The City Councils and the Board of Fire Commissioners also shall appoint from their respective members an alternate for each Board member. A City Council or Board of Fire Commissioners member may serve as an alternate for more than one Board member. The members of the Board shall serve at the pleasure of the City Councils and the Board of Fire Commissioners.

3. **Modification of Paragraph 8.2.** Paragraph 8.2 of the Agreement is amended to read as follows:

8.2 **Financial Contribution of the Cities.** For the initial year of this Agreement (1999), Issaquah shall contribute not less than the amount of the fire department budget as proposed by the Mayor in the 1999 City preliminary budget, plus all fire and emergency services related fees, mitigation and charges for building and land development. North Bend, and Issaquah for the years after 1999, shall contribute annually to the Board of Directors an amount equal to the District levy rate (per thousand dollars of assessed valuation) for regular real property taxes for the year in which the payment is made, multiplied by the total assessed value of taxable properties within the City limits, including new construction and utilities calculated on the same basis as the District. For the years after 1999, Issaquah shall contribute annually to the Board an additional amount for any additional services or increased level of services to be provided within Issaquah; provided, that the nature and extent of these services for the amount paid by Issaquah shall be determined by the Board. North Bend, and Issaquah for the years after 1999, shall also contribute annually to the Board all emergency medical service taxes and all other City fire department revenues, including, but not limited to, contract income, state taxes and other revenue, and all fire and emergency services related fees, mitigation and charges for building and land development. If the voters fail to approve the emergency medical service tax levy, the Cities shall contribute annually an amount equal to the amount of this tax in the last year of its collection. Issaquah shall pay the contribution to the Board of Directors in equal monthly installments, and North Bend shall pay the contribution to the Board of Directors in June and December of each year.

4. **Addition of Paragraph 24.** A new paragraph 24 is added to the Agreement to read as follows:

24. **North Bend.**

24.1 **Fire Station.** North Bend and the District acknowledge that the fire station in North Bend has major structural problems. On or before December 31, 1999, North Bend shall finance from reserves or general funds and shall award a contract for improvements to the fire station, in accordance with plans, specifications and drawings approved by both the Fire Chief and the North Bend City Administrator. If the Fire Chief and the City Administrator cannot agree on the nature and extent of the improvements, the Board of

Directors shall determine the nature and extent of the improvements.

24.2 **Additional Employee.** When an annual budget establishes North Bend's financial contribution at more than \$750,000.00, the Board of Directors shall provide for the entire budget year an additional full-time (career) employee (24 hours), for a total of three such employees, to the fire engine at the fire station in North Bend. When an annual budget establishes North Bend's financial contribution at \$750,000.00 or less, the Board of Directors may provide for such additional employee.

CITY OF ISSAQUAH,
WASHINGTON

By *Ava Frisinger*
Mayor

Date: *12/8/98*

*form approved
George Deuel*

CITY OF NORTH BEND,
WASHINGTON

By *Frank Simpson*
Mayor

Date: *12-2-98*

*Approved to form:
Mike Kenyon*

FIRE PROTECTION DISTRICT NO. 10
KING COUNTY, WASHINGTON

By *Dwight Attenley*
Commissioner

By *John Self*
Commissioner

By *Ronald G. G.*
Commissioner

By *Marcelo F. Gualdo*
Commissioner

By *Jan K. Kocin*
Commissioner

Date: *November 9, 1998*