



INTRLOC_00

KC FIRE PROTECTION DISTRICT 14

File Location

Vendor Name

Document Type: Interlocal New

Vendor Name: KC FIRE PROTECTION DISTRICT 14

PO# Location: INTRLOC-000

Effect Date: 1/1/2011

Term Date: 12/31/2015

CR#: 47597

Related CR#: _____

Ordinance: _____

Resolution: 8163

Leg Date: 12/6/2010

Vendor #: 78944

Description: 2011-2015 FIRE PROTECTION SERVICES AGREEMENT
PO 1011165-000

KC FIRE PROTECTION DIST 14
 12/31/2015

Notes:

INTRLOC_00
 INTERLOCAL AGREEMENTS
 12/31/2015

 500176854

FIRE PROTECTION SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of DECEMBER 2010, 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; under agreement dated March 28, 1990; under agreement dated December 14, 1993; under agreement dated December 7, 1999; and under agreement dated December 29, 2005; 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 ("RCW") and by Chapter 52.12 RCW; 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, 2011, 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 service, 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 to 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, insurance, and expenses for elections and auditing, and other expenses related to the operation of the District. The District shall exercise prudent management practices in the operation of the District to limit unnecessary expenses. The balance of the revenues of the District, after deducting the aforesaid expenses, shall be paid to the City in semi-annual installments prior to June 1st and December 1st, 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. 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. District Secretary. The District shall appoint a secretary of the district with the requisite knowledge, skills and expertise necessary to perform the duties required under Title 52 RCW, specifically, but not limited to, the provisions set forth in Chapter 52.16 RCW.

6. District Records. The City shall have access to all financial statements, budgets, accounts receivable and accounts payable documentation, and treasury statements.

7. District Budget. By January 1st of each year, the District shall provide the City a copy of all documentation required for the property tax levy and to adopt the budget as set forth in Chapter 52.16 RCW.

8. City Responsibility. 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 determination as to the adequacy of staffing provided by the City for said Station shall be final.

The City shall be responsible for licensing the underground storage tanks and providing proof of financial responsibility to the Pollution Liability Insurance Agency.

9. 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.

10. Dispute Resolution.

10.1 The parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in the Section 13 of this Agreement. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than sixty (60) calendar days from the date of the notice unless extended by mutual written agreement of the parties.

10.2 If a dispute cannot be resolved through direct discussions, mediation may, by mutual consent, be initiated. In the event the parties determine to initiate mediation, a mutually acceptable mediator shall be selected by the parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his/her expertise with the nature of the matter in dispute and ability to facilitate settlement. The parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. The costs of mediation shall be shared equally between the Parties.

10.3 In the event the dispute is not resolved in mediation or the Parties do not agree to mediation, the Parties may pursue any other form of relief provided by law. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

11. 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 any fire apparatus owned by the District. The insurance so purchased should provide Commercial General Liability, Automobile Liability, Pollution Liability, and Property and Automobile physical damage coverage for both the station and any apparatus. Minimum levels for Commercial General Liability should be \$1,000,000 per occurrence/\$2,000,000 annual aggregate; Auto Liability shall be covered at \$1,000,000 combined single limit for Any auto; Pollution Liability shall provide \$1,000,000 per occurrence and as an annual aggregate. The vehicle shall be covered for its actual cash value for physical damage coverage and the Property insurance shall cover the station for its replacement value

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 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.

12. 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, judgment 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.

The District and the City each agree that its respective obligation under this section extends to any claim, demand or cause of action brought by or on behalf of any of its employees. For this purpose, the City and the District, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claim, demand or cause of action under the Industrial Insurance provisions of Title 51 RCW.

13. Notices. All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered, or three calendar days after the time of mailing, if mailed by first class, postage pre-paid. All notices and other material to be delivered under this Agreement shall be delivered or mailed to the following addresses:

a) Notice to the City shall be sent to:

City of Bellevue Fire Department
Attn: Fire Chief
PO BOX 90012
Bellevue, WA98009-9012

b) Notice to the District shall be sent to:

Fire District No. 14
Attn: Fire Commissioners
4216 Factoria Blvd.
Bellevue WA 98006

14. Term and Effective Date. The term of this Agreement shall be five (5) years, commencing January 1, 2011 ("Effective Date") and ending December 31, 2015. If the parties so agree in writing prior to December 1, 2015, the term of this Agreement may be extended for an additional five (5) years, to December 1, 2020.

15. Compliance with Laws. The City and District shall comply with all applicable state, federal and local laws in carrying out the terms of this Agreement.

16. Entire Agreement – Modification. This instrument constitutes the entire Agreement between the parties and supersedes all prior agreements except to the extent incorporated herein. No modification or amendment shall be valid unless evidenced in writing, properly agreed to, and signed by both parties.

17. Headings. Section titles or other headings contained in this Agreement are for convenience only and shall not be part of this Agreement, nor be considered in its interpretation.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.

19. Interpretation. This Agreement is and shall be deemed jointly drafted and written by each of the Parties to it, and it shall not be construed or interpreted against any of the Parties originating or preparing it.

20. Severability. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

21. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement.

22. 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 Ralph Beyrard
Chairman, Board of Commissioners,
King County Fire Protection
District No. 14

By BMM King
Deputy City Manager

Approved as to form:

Gloria Northcroft
Fire Commissioner,
King County Fire Protection
District No. 14

Wanda B
Assistant City Attorney

Fire Commissioner,
King County Fire Protection
District No. 14

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8163


A RESOLUTION authorizing execution of a Fire Protection Services Agreement with King County Fire Protection District No. 14.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a Fire Protection Services Agreement with King County Fire Protection District No. 14, a copy of Fire Protection Services Agreement has been given Clerk's Receiving No. 47597.

Passed by the City Council this 6th day of December, 2010, and signed in authentication of its passage this 6th day of December, 2010.

(SEAL)



Don Davidson, DDS
Mayor

Attest:



Myrna L. Basich, City Clerk

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8163 authorizing the City Manager to sign a Fire Protection Services Agreement with King County Fire Protection District No. 14.

FISCAL IMPACT

The City of Bellevue receives revenue from King County for providing fire protection services to King County Fire Protection District No. 14. The County pays the City the revenue they receive from the tax levy paid by residents of Fire Protection District No. 14 less specified expenses related to the operation of the District. King County Fire Protection District No. 14 currently levies the maximum allowable rate of \$1.50 per \$1,000 assessed valuation. General Fund revenue from this contract is approximately \$810,000 per year. Funding to provide this service is included in the proposed 2011-2012 operating budget for this purpose and is subject to final budget appropriation.

STAFF CONTACT

Mike Eisner, Fire Chief 452-6895
Fire Department

POLICY CONSIDERATION

The existing fire protection service agreement with King County Fire Protection District No. 14 will expire December 31, 2010. In order to continue providing services to the residents within the District and to continue receiving revenue from King County, the contract between the City and the District must be renewed.

BACKGROUND

The City of Bellevue has been providing fire protection service to Fire District No. 14 since January 1, 1969, when a major annexation resulted in a significant portion of Fire District No. 14's service area being incorporated into the City of Bellevue. At that time the Fire District Commissioners determined that the residents within the district would receive better fire protection if they contracted for service from the City.

For the past forty-one years, the relationship between the City and the District has allowed for the provision of excellent and efficient fire services for both the District and the City. The City has been able to provide better coverage to the incorporated areas surrounding the District, and the District has enjoyed reasonably priced quality services.

This agreement has been updated to include general Interlocal Agreement language, clarification of administrative reporting requirements, provide a dispute resolution process, address changes to insurance requirements to meet current City minimums, and assign the responsibility to the

City for licensing the underground storage tanks at Fire Station 4 and providing proof of financial responsibility to the Pollution Liability Insurance Agency.

The contract term will be for the period of five years, commencing January 1, 2011 and ending December 31, 2015. If the City and the District agree in writing prior to December 1, 2015, the term of this agreement may be extended for an additional five years to December 1, 2020.

EFFECTIVE DATE

If approved, this Resolution becomes effective immediately.

OPTIONS

1. Adopt Resolution No. 8163, authorizing the City Manager to sign a Fire Protection Services Agreement with King County Fire Protection District No. 14.
2. Do not adopt Resolution No. 8163 which would in effect terminate the long standing working relationship with King County Fire Protection District No. 14 and forego the General Fund revenue generated by the contract.

RECOMMENDATION

Adopt Resolution No. 8163 authorizing the City Manager to sign a Fire Protection Services Agreement with King County Fire Protection District No. 14.

MOTION

Move to adopt Resolution No. 8163 authorizing the City Manager to sign a Fire Protection Services Agreement with King County Fire Protection District No. 14.

ATTACHMENTS

Proposed Resolution No. 8163
Map of King County Fire District No. 14

AVAILABLE IN COUNCIL OFFICE

Fire Protection Services Agreement

BELLEVUE WAY SE

118TH

123RD

Station 4

124TH AV SE

VICTORIA BLVD SE

128TH AV SE

RICHARDS ROAD

KAMBER ROAD

ROAD

137TH PL SE

SE 22ND ST

AVENUE

156TH

SE 24TH ST

161ST AV SE

168TH AV

W LAKE SAMMAMISH

DR

SE

60TH ST

AV

SE

COAL CREEK PARKWAY

PKWY SE

SOMERSET

DR

SE

SOMERSET BLVD

NEWPORT

SE

30TH ST

EASTGATE

WAY

150TH AV SE

SE

46TH

WAY

164TH AV SE

SE

160TH AVE SE
LAKEMONT BLVD

SE

VILLAGE PARK

DR

NEW

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8163

A RESOLUTION authorizing execution of a Fire Protection Services Agreement with King County Fire Protection District No. 14.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a Fire Protection Services Agreement with King County Fire Protection District No. 14, a copy of Fire Protection Services Agreement has been given Clerk's Receiving No. _____.

Passed by the City Council this _____ day of _____, 2010, and signed in authentication of its passage this _____ day of _____, 2010.

(SEAL)

Don Davidson, DDS
Mayor

Attest:

Myrna L. Basich, City Clerk



CR# 47597 Date: 6-17-11 PO # & Loc: INTROK-000
101165.000

City of Bellevue
 Finance Department - Contracting Services
 450 110th Ave. NE. Bellevue, WA 98004

AS 8163

Contract Routing Form

Current Contract Information:

Contract Title: Fire Protection Services Agreement
Contract Description: City will provide fire protection services as outlined in the agreement to KCFPD #14
Total Contract Value: N/A
This Amendment Value: N/A Approx \$ 810,000/year
Maximo User: No

Department: Fire - 514
Contract Manager: Mike Eisner
Contract Type: Other
Contract Form: Custom contract document
Budget Expenditure: Revenue

Vendor Information:

Is this a new vendor? No
Vendor Name: King County Fire Prot. Dist. #14
JDE Vendor Number: 78944
Is this vendor an independent contractor? Yes

Tax ID #:
COB License #:
UBI #: 601130686
Contractor's License #:

Contract Terms:

Original Effective Date: 01/01/2011 **End Date:** 12/31/2015 **Actual** **Subject To:** 1-5 year renewal option
Refer to Additional Comments

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 12/6/2010 **Council Action:** Resolution **Legislative #:** 8163

Route:

	<u>In</u>	<u>Out</u>
Contracting Services:	<u>W. Barlow</u>	<u>12/22/10</u>
Information Technology:	<u>Not Required</u>	
Legal:	<u>Janice By</u>	<u>12/22/10</u>
Insurance Reviewed By:	<u>Janne Nicolai</u>	<u>12/23/10</u> <u>5-24-11</u>
Department Director:	<u>W. Barlow</u>	<u>12-15-10</u>
Contracting Services:	<u>W. Barlow</u>	<u>61611</u>
Return To:	<u>Gale Hill</u>	
City Clerk's Office:	<u>M. Tomoda</u>	<u>6-17-11</u>

Selection Method:

Selection Method: State/Public Agency Contract

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
	Fire Protection Servic...		100.3382220.0006		No	

Additional Comments:

Note: This contract can be extended for an additional five years, to December 31, 2020, if the City and King County Fire District No. 14 agree in writing prior to December 1, 2015.

CONTRACT REVIEW CRITERIA

Contract Title: Fire Protection Services Agreement

Vendor Name: King County Fire Prot. Dist. #14

Dept. Contracting Services

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- NA c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? *revenue contract*
- d) Is the JDE vendor name and number accurate?
- NA e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? _____
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? *no, but approved by Council*
- NA g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- NA h) Has the Selection Method been explained in Additional Comments? Are results attached?
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached? ✓
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached? *agmt*
- l) Is Attachment "B" (Insurance Requirements) attached? *ll. of agmt*
- m) Are any additional riders required? If so, which one's? *Pollution, Property & Auto physical*
- n) Does Insurer have a Best rating of A- or better? *A & A*
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required? *damage for station & apparatus*
- q) Are the policy expiration date(s) on the Certificate of Insurance current? . . . ???
- NA r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- NA w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"? *yes*
- x) Does the Contractor have an open account with the Washington State Department of Revenue? *Muni-sub*
- y) Are the Contractor's worker's compensation premiums current?
- NA z) Is the Contractor on the Federal Debarred Suspended List?
- NA aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

Risk to Review Insurance

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? *No*
- Does the Hold Harmless clause include language referencing Title 51 releases? *Yes*