

INTERLOCAL AGREEMENT

BY AND BETWEEN

**WHATCOM COUNTY FIRE PROTECTION
DISTRICT NO. 13**

AND

CITY OF BLAINE

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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT by and between **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 13**, a Washington municipal corporation (the "District") and the **CITY OF BLAINE**, a Washington city (the "City") is for fire protection and emergency medical services.

WHEREAS, the City is desirous of securing fire protection services, emergency medical services, fire prevention services, and fire service support services from the District, and the District is desirous of providing said services to the City; and,

WHEREAS, the District and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements which allow the District and the City to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I. **Definitions**

1. **Definitions.** The following definitions shall apply throughout this Agreement.
 - a. **Birch Bay Response Area:** The area of the District currently serviced by the fire station located within Birch Bay community.
 - b. **Career Firefighter:** Full-time, compensated firefighter, including the fire chief and other fire district officers who work on a full time basis.
 - c. **Commencement Date:** The date at which the performance and obligations of the parties as contained herein begin.
 - d. **Contract Payment:** This is the amount that the City will pay to the District pursuant to this Agreement. It is derived by multiplying the Contract Rate times the assessed valuation of the taxable property in the City subject to the provisions of this Agreement relating to annexation by the City.
 - e. **Contract Rate:** The rate that the District will charge the City per thousand dollars of assessed valuation plus new construction. The Contract Rate may not exceed the regular tax levy rate per thousand dollars established for the District pursuant to RCW 52.16.
 - f. **District Boundaries:** The combined response areas of District and the City.

- g. Downtown Blaine Response Area: The area of the City currently serviced by the fire station located within the eastern section of the City.
- h. Emergency Incident: Any known situation requiring emergency and support services.
- i. Firefighter: A career firefighter or volunteer member possessing adequate skills to participate safely in emergency and support services.
- j. Fire Prevention Services: All services as identified on Exhibit A.
- k. Intergovernmental Fire Service Committee: An advisory group comprised of two members from the City and two members from the District, and to include the Fire Chief as an ex officio member, which periodically confers with the City and the District on matters subject to this Agreement.
- l. ISO: Insurance Service Office, Inc., a national company licensed throughout the United States to supply statistical, actuarial, and underwriting information for and about the property/casualty insurance industry.
- m. Reaction Time: The time from which dispatch or tone-out occurs until the time a responding unit begins its response.
- n. Response Time: The time from which dispatch or tone-out occurs until the time the first responding unit arrives on scene.
- o. Staffing: The normal place of assignment for a firefighter.
- p. Volunteer Firefighter: A person who volunteers his/her time to train and respond as a firefighter, and is not compensated as an employee of the District.

II.

Services Provided By The District

2. **Services Provided to City.** During the term of this Agreement, the District agrees to furnish fire suppression, fire protection, fire extinguishment, hazardous material response, basic life support ("BLS") medical, first-responder hazardous materials response, rescue, and related emergency and support services (the "Services") to the City on a comparable basis as the Services are provided within the District. The District agrees to provide, subject to the terms and conditions of this Agreement, apparatus, facilities, equipment and personnel to provide such comparable Services to the City. The District shall not charge for any services provided to City-owned property located within the District but outside City limit boundaries, such as the Blaine Cemetery and City watershed lands.

2.1 **Reaction Times.** The reaction times by on duty career firefighters shall be no more than an average of three minutes.

2.2 Downtown Blaine Response Times. The response time to calls within the downtown Blaine response area by on duty career firefighters shall be no more than an average of eight minutes between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding mutually approved holidays.

2.3 Other Area Response Times. Response times by District firefighters to other areas and at other times shall be no more than an average of twelve minutes.

2.4 Maximum Reaction and Response Times. The maximum reaction and response times may not be achieved during periods when concurrent emergency calls occur within district boundaries or during mutual aid responses to other jurisdictions.

2.5 Concurrent Emergencies. Nothing herein shall require the District to dispatch first to the City of Blaine as opposed to other areas protected by the District. Rather, the parties recognize that responses to concurrent emergencies shall be determined by the District based upon the District's operational judgment and without regard to where the concurrent emergencies occur.

2.6 9-1-1 Contract. The District shall contract with the appropriate 9-1-1 fire dispatch provider in Whatcom County for all fire/EMS dispatch service to the City.

2.7 Basic Life Support Transport. The District shall not provide basic life support ("BLS") ambulance transport within the City except in situations requiring extraordinary measures to protect life, such as during a disaster or multi-casualty incident when county wide ambulance services are exhausted. The District and City acknowledge that both Medic One and private ambulance companies currently provide routine BLS transport within the City. It is understood that the District shall not be precluded from becoming a provider of such services in the future. Should the District elect to become a provider of BLS ambulance transport services within the City, transport fees shall be equal within the City and the District.

2.8 Fire Prevention Services. During the term of this Agreement, in addition to the Services mentioned above, the District agrees to provide certain fire prevention services to the City as those services are outlined in Exhibit "A," which is attached hereto and incorporated herein by reference.

2.9 Fire Service Support Services. During the term of this Agreement, in addition to the Services mentioned above, the District agrees to furnish certain fire service support services as those services are outlined in Exhibit "B," which is attached hereto and incorporated herein by reference.

2.10 City's ISO Rating. During the existence of this Agreement, the District shall endeavor to maintain the City's ISO rating, in as much as it has control over fire service factors, such as fire prevention, training, staffing levels, and equipment. The District shall not be responsible for changes in the City's ISO Rating resulting from factors over which the District exercises no control, and which remain within the control of the City. Examples of such factors which are not within the control of the District are water supply and the City's fire stations. The city's ISO Rating to be maintained by the District shall be established after the next grading of

the City by the Washington Survey and Rating Bureau, which is likely to occur within the next 12 months following the implementation of this Agreement.

III. Staffing

3. **Staffing.** The District shall provide staffing of firefighters within district boundaries as follows.

3.1 **Downtown Blaine Response Area.** Two career firefighters shall be stationed within the Downtown Blaine Response area between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding mutually approved holidays.

3.2 **Birch Bay Response Area.** Two career firefighters shall be stationed within the Birch Bay Response Area 24 hours per day, 365 days per year.

3.3 **Staffing Exceptions.** Exceptions to the staffing requirements may occur in those unusual circumstances where there is a significant emergency event(s) in the District, the City, or other areas which are under a mutual aid agreement. The foregoing does not preclude the District from using qualified volunteer firefighters when career firefighters are unavailable.

IV. Payment By The City

4. **Contract Payment Paid by the City.** The City shall, in consideration of the benefits received under the terms and conditions of this Agreement, pay the District the Contract Payment. The Contract Payment shall be determined for each calendar year by multiplying the then current Contract Rate times the then current assessed valuation plus new construction of the taxable property in the City subject to the provisions relating to annexation contained herein.

4.1 **Contract Rate.** The Contract Rate shall not exceed the regular tax levy established for the District pursuant to RCW 52.16. The Contract Rate for 1999 is \$1.25 per one thousand dollars of assessed valuation. Each year the District shall establish a preliminary Contract Rate at the same time the District establishes the preliminary regular tax levy for the District. The District shall notify the City of the preliminary Contract Rate within seven (7) days of the receipt of the Assessor's preliminary assessment. The District may, without the permission of the City, lower the Contract Rate or raise the Contract Rate by an amount not to exceed lesser of (i) 6% of the previous year or (ii) the previous year's Consumer Price Index (CPI) for all Urban Consumers as published by the U.S. Department of Labor for the Seattle-Everett Metropolitan Area or other comparable index if the CPI is no longer computed.

4.2 **Notification to City.** The District shall notify the City of the Contract Rate in the same manner and at the same time as the District notifies the county of the regular tax levy for the District.

4.3 **Annexations by the City.** The parties recognize that, depending on the timing of an annexation, the City may not be able to collect taxes in the year of annexation. If such

annexation is made of property within the District the parties recognize that the District will continue to collect taxes on the annexed property. Therefore, there shall be no adjustment of the Contract Payment for annexed property which was in the District until such time as the City is able to assess taxes.

4.4 Timing of Payments. The Contract Payment from the City to the District shall be due and payable in two equal installments made in May and November of each year of this Agreement. Payments are due by the 15th of each respective month. Late payments shall bear interest at the rate of ten percent (10%) per annum.

4.5 Proration. The Contract Payment for 1999 shall be prorated based upon the effective date of this Agreement. Upon termination, the payment for the last year will be prorated based upon the termination date.

4.6 District Charges Under RCW 52.30.020. The District may exercise such power as may be granted by RCW 52.30.020 or other provisions of state or federal law related to fire protection and emergency medical services by contracting directly with state agencies, state institutions or municipal corporations located within the City for such fire protection and prevention services.

4.7 Decrease in City Assessed Valuation. The parties agree to recognize that the assessed valuation of property located within the City may be reduced. In the unlikely event that the assessed valuation of property in the City declines, the parties agree to discuss and negotiate a reasonable increase in the Contract Payment.

4.8 Impact Fees and SEPA Mitigation. The City, under certain circumstances, has the ability to charge impact fees and/or require actions of mitigation which may have an impact upon fire protection for development or other activities within the City. Prior to the issuance of a SEPA threshold determination for an annexation, development or other activity within the City which: (i) may materially increase the cost of providing the services specified herein; and (ii) for which the City may charge an impact fee and/or require mitigation, the City and the District shall meet and discuss the impact on the Services provided under this Agreement and the appropriate mitigation or impact fee. Such fees shall be placed into a special reserve account until: (i) they are expended on mitigation; (ii) the City is annexed by the District; or (iii) until termination of this Agreement. In the event this Agreement is terminated, such funds remaining in the special reserve account which have not been spent on the particular mitigation will be returned to the City.

4.9 No Unfunded Mandates. The parties agree that the City shall not create any unfunded mandates for increased service by the District.

V. **Use of City Equipment**

5. Use of City Equipment. The District will agree to use City equipment only if it is in a condition reasonably acceptable to the District. At the sole discretion of the District, the City shall provide the District the use of all City firefighting equipment including, without limitation,

the equipment identified on Exhibit "C," which is attached hereto and incorporated herein by reference. Prior to the District taking control of the equipment, the District shall have the equipment evaluated by the District's mechanic who shall provide a written report as to the condition of each piece of equipment. If the City disagrees with this evaluation, the City may have the equipment separately evaluated. The parties agree to meet and discuss any contested evaluation. Thereafter, the District shall be responsible for all maintenance of the equipment. At the conclusion of this Agreement, the District shall pay for all reasonable maintenance to bring it to the same condition existing at the effective date of this Agreement, less ordinary wear and tear. However, nothing herein shall require the District to replace equipment that has reached the end of its useful life.

5.1 Removal of City Equipment From Service. The District, in its sole discretion and at any time, may elect to remove from service and return to the City, any City-owned equipment. Thereafter, the City may dispose of such items at its discretion.

5.2 District Purchase of New Equipment. The District, in its sole discretion, may elect to purchase new equipment or otherwise assign District equipment for use within the City. At the termination of this Agreement, the City shall have the option to purchase any new equipment purchased by the District and regularly stationed within the City, paying to the District the greater of (i) fair market value as determined by an independent appraiser whose services will jointly be engaged and compensated for, or (ii) the outstanding balance of a purchase debt on the equipment.

5.3 District to Insure City Equipment. The District shall insure the equipment in types and amounts of insurance comparable to the insurance the District provides for its own equipment. In the event of damage or destruction of City-owned equipment, the District may, at its sole option, either pay the amount of insurance proceeds received to the City or use the insurance proceeds to repair or replace the equipment. Equipment purchased with the insurance proceeds shall become the property of the City. However, at the option of the District, the District may, in lieu of providing the replacement equipment to the City, pay to the City the fair market value of the City equipment at the time of destruction.

VI.

Use of City Fire Stations

6. Availability of City Fire Stations. The District shall have the use of the two City fire stations, the downtown Blaine station, and the Semiahmoo station, without charge to the District and at the District's sole discretion, subject to the terms and conditions herein. The City shall be responsible to perform all reasonable repair maintenance of the City fire stations other than facilities maintenance as described in Exhibit "B."

6.1 Structural Evaluation of Downtown Blaine Station. Upon the execution of this Agreement, the City, at its expense, shall have the structural engineering evaluation of the downtown Blaine station updated by a licensed professional engineer acceptable to the District. In particular, the licensed professional engineer will be instructed to complete an assessment of the building for structural and seismic stability. The selected engineer will provide a written report of this assessment to both the District and the City at the same time.

6.2 Review of Structural Report. The City and the District shall each be provided with the complete structural report. Each party may, at their expense, seek additional clarification from the structural engineer. Each party, at their sole option, shall decide if the downtown Blaine station is usable for the uses and purposes described in this Agreement. If either party decides that the downtown Blaine station cannot be used as contemplated herein, then that party shall notify the other in writing. Upon such notification, this Agreement shall be null and void unless otherwise agreed upon by the parties. If a party fails to notify the other of its decision within thirty (30) days of the receipt of the report they shall have been deemed to agree to the use of downtown Blaine station as contemplated herein.

6.3 Responsibility for Structural Failure. The City shall save, defend, indemnify and hold the District harmless from any claims, demands, or damages arising out of a structural failure of the City's fire stations. The District shall save, defend, indemnify and hold the City harmless from any claims, demands, or damages arising out of a structural failure of the District's fire stations.

6.4 City Responsible for Facility Compliance. In the event that the Department of Labor and Industries or any other state or federal agency inspects the City's facilities and finds them in noncompliance with safety and/or health regulations, the City shall save, defend, indemnify and hold the District harmless from any penalties assessed, and the City shall be responsible for any expense associated with bringing the facility into compliance with applicable health and safety standards.

6.5 Fire District Responsible for Notification Regarding Compliance. In the event that the Department of Labor and Industries or any other state or federal agency inspects the City's facilities and finds them in noncompliance with safety and/or health regulations, the District agrees to promptly notify the City of such noncompliance.

6.6 Use of City Fire Stations by District. During the term of this Agreement and unless otherwise agreed by the parties, the District shall keep fire and emergency medical service apparatus in both stations and maintain both stations as regular response stations.

6.7 Public Meetings in Semiahmoo Station. The Semiahmoo Station will continue to be utilized for public meetings, forums and other community activities. The scheduling of such activities shall not conflict with training and other District activities.

6.8 Facilities Maintenance by City. The City shall provide parking lot sweeping and snow removal for all City-owned fire stations. See also Exhibit "B," paragraph 1.

VII.

City Employees and Volunteers

7. City Employees. The District shall become the employer of those employees of the City listed on Exhibit "D." The City will be responsible for all wages and benefits accruing prior to the effective date of this Agreement. The District shall be responsible for all wages and benefits accruing on or after the effective date of this Agreement.

7.1 District's Rights. Subject to the terms and conditions of any collective bargaining agreement in effect as of the effective date of this Agreement, the District reserves the right to determine the appropriate position title, station, and job assignment for each employee, along with salaries and benefits commensurate with experience and level of responsibility. The City expressly understands that the District will preserve its current system of employee seniority.

7.2 City Volunteers. The District will incorporate all City volunteer firefighters listed on Exhibit "E" to its roster of volunteers. The District expressly reserves the right to determine the appropriate position title and job assignment for each volunteer. The District will recognize each volunteer's previous years of service and training hours for the purpose of awards. The District will assume all costs and responsibility for volunteer awards after the effective date of this Agreement.

7.3 Indemnification Regarding Prior Employment Practices. The City warrants that it has no current labor disturbance, grievance or pending arbitration, unfair labor practice charge or other complaint or proceeding with respect to its Fire Department employees, and the City has no knowledge of any facts or information which would give rise thereto. The City has performed all obligations whether required by contract, law or otherwise with respect to its Fire Department employees and any labor union representing said employees. The City has no obligations which have not been performed, including, without limitation, unfair labor practices or back pay awards, accrued vacation pay and severance pay, up to the effective date of this Agreement. The City will indemnify, defend and hold the District harmless from any and all claims arising from employment matters involving City Fire Department employees which relate to events which occurred prior to the effective date of this Agreement.

7.4 Termination of Agreement. If this Agreement terminates for any reason, the City agrees to offer employment to those career firefighters who are regularly stationed at the downtown Blaine fire station.

7.5 City's Rights Upon Termination of Agreement. Subject to the terms and conditions of any collective bargaining agreement in effect as of the date of termination of this Agreement, the City reserves the right to determine the appropriate position title, station, and job assignment for the career firefighters employed pursuant to Section 7.4, along with salaries and benefits commensurate with experience and level of responsibility.

7.6 Indemnification Regarding Prior Employment Practices Upon Termination of Agreement. The District will indemnify, defend and hold the City harmless from any and all claims arising from employment matters involving the two career firefighters employed pursuant to Section 7.4 which relate to events that occurred prior to the termination date of this Agreement.

VIII.

Intergovernmental Fire Service Committee

8. Intergovernmental Fire Service Committee. The District and the City shall each designate two individuals to sit on the Intergovernmental Fire Service Committee (the

"Committee"). In addition, the fire chief of the District shall sit as an ex officio member without a vote. The Committee shall meet within thirty (30) days of the effective date of this Agreement and elect a chair. Thereafter, the Committee shall meet quarterly at a minimum, or at the request of either the City or the District. The purpose of the Committee is to periodically advise the City and the District as to the matters subject to this Agreement. The Committee will act solely in an advisory capacity to the City and the District concerning (i) the operation of this Agreement; (ii) any suggested modifications or improvements; and (iii) any disputes concerning the terms and conditions of this Agreement.

IX.
City and District Are Independent
Municipal Governments

9. City and District are Independent Municipal Governments. The parties recognize and agree that the parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically and without limiting the foregoing, the District shall have the sole discretion and the obligation to determine the exact method by which the Services, the fire prevention services, and the fire service support services are provided within the District and within the City.

9.1 No Preferential Service to City. In the event of a large-scale event or natural disaster, the District shall assign the resources available to it without regard to political boundaries, but rather based upon the operational judgment of the District. Nothing in this Agreement shall be construed to require the District to provide preferential service to the City.

X.
Insurance

10. Insurance. During the existence of this Agreement, the District and the City shall each maintain all risk comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00) with a deductible of not more than \$5,000 naming the other party as "also insured." The City will continue to insure its fire stations. To the extent possible, the City shall name the District as "also insured" under these policies.

10.1 District to Maintain Equipment and Personnel Insurance. The District agrees to assume all insurance costs for the City employees, volunteers, and equipment utilized by the District. To the extent possible, the District shall name the City as "also insured" under these policies.

10.2 Cross Release. Except as specifically provided in this Agreement, the District and the City do hereby forever release each other from any claims, demands, damages or causes of action related to damage to equipment or property owned by the parties. It is the intent of the parties to cover this risk with the insurance noted above.

XI.
District Merger

11. **District Merger.** In the event that the District merges with or enters into an interlocal agreement with any other fire district that is substantially equivalent to a merger, then this Agreement, at the option of the District, may be assigned to the newly created fire district. However, prior to any merger or effective date of any interlocal agreement, the District shall present the plan of merger to the Committee and to the City. The Committee will issue an advisory opinion as to probable effects of the proposed merger. In any event, the newly created fire district shall be responsible to carry out the terms and conditions of this Agreement.

XII.
Effective Date, Term and Termination

12. **Effective Date.** The effective date of this Agreement shall be upon its execution by both Parties.

12.1 **Commencement Date.** The Commencement Date of this Agreement shall be the first day of the second month following the month in which the structural report for the downtown Blaine station is received by the parties. It is the intent of the parties to provide that this Agreement is automatically effective unless either party decides that the downtown Blaine station cannot be used as contemplated herein.

12.2 **Term.** This Agreement shall continue in effect for a period of five (5) years from the Commencement Date. At the end of the four-year period commencing with the Commencement Date of this Agreement, the parties will decide whether the Agreement shall be extended, and thereafter begin discussions as to the terms of any such extension or whether annexation shall be pursued.

12.3 **Termination.** Either party may terminate this Agreement for any reason or no reason at all by providing the other party with two years' written notice of intent to so terminate the Agreement. In the event of termination, the City shall re-take management and control of its equipment and the fire stations located within its boundaries. In the event that any equipment or apparatus originally provided by the City has been replaced by new equipment or apparatus, the District shall retain ownership of the new equipment and apparatus together with any debt thereon, subject to the terms and conditions of Paragraph 5.2.

12.4 **Return of a Portion of the Reserve Fund.** The District shall set aside the sum of \$20,000 annually from the City's Contract Payments, and shall hold such funds in a special reserve account. In the event that the District elects to terminate this Agreement prior to the expiration of the Term, then the District shall return to the City the funds in this special reserve account, plus any accumulated interest. In the event the City elects to terminate this Agreement prior to the expiration of the Term, the reserve funds shall be released to the District. In the event the City is annexed into the District, such reserve funds shall be released to the District. In the event this Agreement terminates at the end of the Term, the reserve funds shall be released to the City, plus any accumulated interest.

12.5 **Annexation.** In the event that the District annexes the City, this Agreement shall become null and void. The parties agree that the disposition and use of assets that will be jointly used by the City and the District following an annexation of the City into the District shall be agreed to by the parties before the City initiates the annexation by ordinance.

12.6 **Annexation Negotiations.** The District and the City recognize that a successful contractual relationship should be converted to a more permanent alliance as soon as possible. Therefore, no later than one year from the Commencement Date of this Agreement, the District and the City will begin annexation discussions. Costs for all annexation work shall be jointly approved, and shared equally by each party.

XIII.
Miscellaneous

13. **Litigation.** In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and attorneys' fees incurred by the other party, and in the event any judgment is secured by such prevailing party, all such costs and attorneys' fees of collection shall be included in any such judgment. Jurisdiction and venue for this Agreement lie exclusively in Whatcom County, Washington.

13.1 **Notices.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The District:

Whatcom County Fire Protection District No. 13
4581 Birch Bay Lynden Road
Blaine, WA 98230

The City:

City of Blaine
344 H Street
Blaine, WA 98230

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

13.2 **No Benefit to Third Parties.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

13.3 **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

13.4 **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

Dated this 30 day of April, 1999.

**WHATCOM COUNTY FIRE PROTECTION
DISTRICT NO. 13**

By: William M. Salter
Commissioner

By: Edie Salter
Commissioner

By: Janet Hunt
Commissioner

CITY OF BLAINE

By: Al M. Bellard
[Title]
City Manager

Attest: Auley R. Thorenson
City Clerk

FIREDISTRICTSMCFD#13/FINALINTERLOCALAGREEMENT

EXHIBIT "A"
FIRE PREVENTION SERVICES

The phrase "fire prevention services" is defined as all services intended to prevent or minimize losses caused by fire, including fire inspections, public education, plan review, and issuance of burn permits as prescribed in the Blaine Municipal Code, as currently adopted:

1. **Plan Review.** The District shall provide fire and life safety plan review for new development and construction consistent with applicable statutes, ordinances and codes. The District shall act upon all plans submitted for review within ten (10) working days of receipt. A District representative familiar with plan reviews in process shall attend technical review meetings, as requested by City representatives. The District shall perform plan review responsibilities that relate to meeting with the public or City officials within the City limits and in a location provided or agreed to by the City.
2. **Burn Permits.** The City shall issue burn permits and collect permit fees, as authorized within the Blaine Municipal Code ("BMC"), as currently adopted. Such fees shall be retained by the City. The City agrees to review the permit issuance process with the District and make any changes that will make permit issuance or enforcement more effective. The District shall monitor the compliance with the conditions listed on City burn permits. The City shall establish an ordinance authorizing the District to enforce burn permit conditions, and assess and collect fees (such fees are referred to as "mitigation fees") for response to incidents involving burn permit violations and non-permitted, illegal burns. The mitigation fee will be reflective of the cost to the District. Nothing in this section shall preclude the City from taking separate criminal enforcement action. The ordinance will stipulate that the District may, at its discretion, assess a mitigation for response to incidents involving burn permit violations and non-permitted, illegal burns.
3. **Fire Inspections.** The District shall conduct a program of commercial fire inspections, for both new and established occupancies. Such inspections shall be performed at a rate of no less than five (5) per month or sixty (60) per year. Inspections shall be conducted according to procedures established in the City's *Fire Company Inspection Program* manual, as currently adopted.
4. **Public Education Services.** The District shall conduct public education activities in the City, including:
 - a. bi-weekly fire safety education classes at the primary and elementary schools;
 - b. weekly blood pressure checks at the Blaine Senior Center;
 - c. fire safety education classes for day care providers, when requested by day care providers; and
 - d. bi-monthly fire safety articles for the City newsletter.
5. **Fire Investigation.** The District shall assist the City Police Department with the investigation of fires to determine origin and cause.

6. **Fire Marshal.** The District shall perform and administer all duties of the City Fire Marshal, as prescribed in the BMC, as currently adopted. These duties shall include the administration and enforcement of the Uniform Fire Code as defined in Ch. 15.08, BMC, as currently adopted, which from time-to-time, may be amended to reflect updated state and national standards and business license review as prescribed in BMC Sec. 5.08.0404, as currently adopted. The District shall keep the City advised of any revisions or updates to the BMC that may be needed to reflect contemporary fire prevention standards. Copies of these ordinances have been reviewed and are attached to this Agreement. The City will pass an ordinance appointing the District as Fire Marshal and ensure that the protections afforded to the City in the Uniform Fire Code and BMC as currently adopted, are extended to the District. The District will reasonably approve the ordinance.

7. **Alarm Systems.** The District shall administer the provisions of Ch. 5.48, BMC "Alarm Systems," as currently adopted, and perform the duties of the Director of Public Safety as they relate to "fire or other emergency conditions" (i.e. non-law enforcement related). The District shall notify the City Finance Director in writing of any false alarms that fall within the purview of the Ordinance and the City shall attempt to collect applicable fees. At the end of each calendar year, the City shall remit to the District fifty percent (50%) of any fees that may have been collected pursuant to this provision. A copy of Ch. 5.48, BMC, and the current City resolution pertaining to fees for responding to fire alarms are attached to this Agreement.

EXHIBIT "B"
FIRE SERVICE SUPPORT SERVICES

The District agrees to provide certain fire service support services to the City:

1. **Facilities Maintenance.** The District agrees to provide routine, periodic facilities maintenance, such as replacement of light bulbs and lawn mowing, including regularly scheduled custodial services on all City facilities that it occupies. As owners of the facilities, the City will provide all other maintenance and repair services to such facilities, including annual testing and certification of sprinkler systems and street sweeping and snow removal at all City owned fire stations.
 - 1.1. **Utility Charges.** The District will pay for all utility charges for the Semiahmoo fire station. The District shall pay its reasonable share for all utility charges for the downtown Blaine fire station.
2. **Equipment Maintenance.** The District agrees to fully maintain all City owned fire apparatus, vehicles, and small equipment that it utilizes under this Agreement. Such service includes costs for routine preventive maintenance, parts, repairs as well as operational costs, such as fuel.
3. **Hydrant Maintenance.** The District agrees to inspect and service all existing City fire hydrants annually, and keep them in a well-maintained appearance. The City agrees to provide all new hydrants with stortz fittings and initial paint. The City agrees to promptly notify the District of any changes to the water system which affect firefighting water supply, such as out-of-service hydrants, pumps, and reservoirs. The District shall assist the City water technicians in water supply evaluations, when necessary.
4. **Records and Reports.** The District agrees to maintain records for all activities within the City. The District shall provide quarterly reports to the City Council. These reports will be verbal. The District shall also provide an annual report to the City Council summarizing emergency incidents within the City, and shall also inform the City in a timely manner of any significant emergency incident that occurs within City limits.

EXHIBIT "C"
CITY APPARATUS, VEHICLES AND EQUIPMENT

The District is willing to utilize certain current Blaine Fire Department apparatus and equipment. Unspecified units may be surplus or used otherwise by the City:

1. Apparatus/Vehicles - The District is willing to utilize the following apparatus and vehicles:
 - a. E1251
 - b. E1252
 - c. E1261
 - d. A1211
 - e. A1212
 - f. C1210
 - g. C1220

2. Small Equipment - The District is willing to utilize all small equipment carried on the above-specified apparatus and vehicles. All other equipment housed in City fire stations will be evaluated at the expense of the City and its usefulness determined by the District at its sole discretion prior to the effective date of this Agreement.

3. Personal Protective Equipment - All personal protective equipment (PPE) currently in use by Blaine firefighters, including reserve PPE, will be utilized by the District if it meets NFPA standard 1971 and other applicable NFPA standards as specified in WAC 296-305.

EXHIBIT "D"
FULL-TIME EMPLOYEE

The District agrees to incorporate the current City Fire Department employee into its organization as a new employee:

1. Ray Wishert

EXHIBIT "E"
VOLUNTEERS

The District agrees to incorporate all current City Fire Department volunteers into its organization:

1. Berge, Todd
2. Bleecker, James
3. Bos, Mike
4. Fuller, Andrew
5. Gervol, Magnus
6. Hollander, Chris
7. Hollander, Henry
8. Hunter, Jim
9. Madsen, Jean
10. McDonald, Lindsay
11. Nelson, Mike
12. Notar, Dave
13. Onyon, Chris
14. Orris, Clara
15. Protokowicz, Ron
16. Puhan, Mike
17. PUNCHES, Jay
18. Renskers, Lane
19. Schmidt, Mike
20. Smith, Leslee
21. Stocker, Randy
22. Swobody, John