

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF BOTHELL  
AND  
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT 7  
  
CONCERNING THE TRANSITION PLAN FOR PROVIDING  
FIRE AND EMERGENCY MEDICAL SERVICES  
IN THE EVENT OF ANNEXATION OF A PORTION OF  
DISTRICT 7 TO THE CITY OF BOTHELL**

This **AGREEMENT** is made and entered into this date by the City of Bothell (“City”), a Washington municipal corporation, and Snohomish County Fire Protection District 7 (“District 7” or “District”), collectively referred to as the “Parties”, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

**WHEREAS**, the Washington State Growth Management Act (“the Act”), codified as RCW 36.70A requires counties planning under the Act to designate urban growth areas “within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature”; and

**WHEREAS**, the Act at RCW 36.70A.110(4) states that within such urban growth areas, “In general, cities are the units of local government most appropriate to provide urban governmental services”; and

**WHEREAS**, the Act at RCW 36.70A.110(7) states “An urban growth area designated in accordance with this section may include within its boundaries urban services areas or potential annexation areas designated for specific cities or towns within the county”; and

**WHEREAS**, Snohomish County has collaborated with its municipalities to designate potential annexation areas within the county; and

**WHEREAS**, such designated potential annexation areas within Snohomish County are designated as Municipal Urban Growth Areas (MUGAs) and are formally adopted in the Snohomish County Countywide Planning Policies (SCPPs); and

**WHEREAS**, adjacent to the Bothell city limits within Snohomish County exists unincorporated territory which has been designated in the SCPPs as the Bothell MUGA; and

**WHEREAS**, citizens from the Bothell MUGA within Snohomish County have approached the City Council and City staff seeking to annex to Bothell in order to receive municipal services provided by the City and a portion of the area sought to be annexed is within the jurisdictional boundaries of District 7; and

**WHEREAS**, the City Council continues to engage in a thoughtful and deliberate process to evaluate the potential annexation of the MUGA, which process includes but is not limited to:

planning and zoning; public outreach; fiscal analysis; and negotiation of transition of services from current providers to the City; and

**WHEREAS**, the City Council expects to have the MUGA annexation question on the November 8, 2011, ballot and, if approved by the voters, the effective date of annexation is expected to be December 31, 2012; and

**WHEREAS**, the Parties desire to ensure that in the event the Bothell's MUGA annexes to the City, the transition of public services and responsibilities from District 7 to the City is comprehensively planned and executed; and

**WHEREAS**, the City and District 7 have negotiated and entered into this interlocal agreement in order to address annexation issues specific to the City and the District and to ensure that the citizens within the District and the MUGA continue to receive quality service; and

**WHEREAS**, the governing bodies of each of the undersigned Parties hereto have determined it to be in the best interests of their constituents to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW;

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the City and District 7 agree as follows:

**Section 1. Purpose:**

The purpose of this agreement is to identify and delineate the responsibilities of the City and the District in the event the annexation of that portion of District 7 now in unincorporated Snohomish County and within the City's MUGA is approved by the voters in the MUGA.

**Section 2. Effective Date:**

This agreement shall take effect December 31, 2012, and shall be in effect through December 31, 2015, unless terminated prior to that date per Section 3 below. If the voters of the MUGA decline to approve the annexation measure anticipated on the November 8, 2011, ballot, this agreement becomes null and void. Provided that, if for any reason the adoption of the MUGA occurs within one (1) year of the November 8, 2011 election, the agreement shall become effective upon adoption of the MUGA annexation ordinance by the City Council. In that event, the dates in this agreement shall be revisited and revised by mutual agreement between the Parties so as to ensure timely implementation of the terms contained herein. Should the parties be unable to reach an agreement regarding the revised dates within 14 days of the adoption of the MUGA by the Bothell City Council, the dispute shall then be submitted to ~~binding arbitration with JDR, Seattle, Washington, through an arbitrator selected by JDR to hear the matter in dispute and make a final and binding decision as to all then relevant dates contained in this agreement.~~

MEDIATION. DL 6/23/11  
BR 6/23/11

**Section 3: Termination of Agreement**

It is agreed that either party has the authority to terminate the co-staffing provision identified in Section 4.4 with 180 calendar day written notice to the other party. The Parties agree to meet

together to discuss the reason(s) for the termination notice in an attempt to resolve the issue(s) leading to the termination notice.

#### **Section 4. Terms of the Agreement**

The Parties agree as follows:

##### **Section 4.1. District 7 Responsibility from December 31, 2012, through December 31, 2013**

The District shall provide fire protection and emergency medical services to the District and the annexed portion of the MUGA currently served by the District from Station 73 at the same level of service that it provides on the date this agreement is approved by both Parties. Currently (as of the date of this agreement), the District's adopted level of service is 7 minutes 30 seconds (response time) 90% of the time. The District shall have imposed a property tax levy in 2011 for collection in 2012 on that portion of the MUGA within the District. These property tax revenues shall be collected by the District in exchange for providing fire protection and emergency medical services to that portion of the District that is in the annexed MUGA. The District currently provides mutual aid to the City on an as needed basis. Following annexation, the District shall continue to provide mutual aid to the City as currently provided.

##### **Section 4.2. City Responsibility from December 31, 2012, through December 31, 2013**

The City provides mutual aid to the District on an as needed basis. The City shall continue to provide mutual aid to District 7 in the annexed MUGA area served by the District as described above. In addition, the City will continue to provide mutual aid to the unincorporated areas of District 7 as currently provided.

##### **Section 4.3. Distribution of Property Tax Revenue from December 31, 2012, through December 31, 2013**

RCW 35A.14.801 provides that any fire or district taxes on annexed property that were levied, but not collected and not delinquent, must be paid to the annexing city when collected, at times required by the county, but no less frequently than July 10 for collections through June 30th and January 10 for collections through December 31st following the annexation. Taxes that were delinquent but not collected on the date of annexation are to be paid to the districts. The annexing city is to notify the fire district, as well as the county assessor and treasurer, of the annexation at least 30 days prior to its effective date; the county treasurer is required to pay to the annexing city only those fire district taxes collected 30 or more days after receipt of the notice. Within 45 days of receipt of the property tax distribution from the County, the City shall remit to the District an amount equal to the property tax levy imposed by the City within its borders in 2012 for collection in 2013.

##### **Section 4.4 Joint Responsibilities for 2014 and 2015**

During the period of co-staffing, the Parties agree to provide fire protection and Basic Life Support (BLS) emergency medical services to both the annexed portion of the MUGA that is

currently within District 7's response area and the unincorporated portion of Snohomish County served by District 7 from Station 73, located at 22225 45<sup>th</sup> Ave SE. The City and District agree to provide Advanced Life Support (ALS) services to their communities using their respective ALS model. The service will be provided through a co-staffing arrangement for Station 73. The chiefs of the City and the District shall jointly prepare and implement an operational strategy to ensure the Parties provide the same level of response as is currently provided to the citizens in Station 73's response area. Each party shall commit to providing six personnel to staff Station 73 when it is their responsibility. The minimum staffing per shift shall be three personnel on duty. The three personnel assigned shall be comprised of an officer, or acting officer, and two fire fighters. The Parties agree to share equally in the assignment of staff and operating expenses for Station 73. Each party shall be responsible for providing and maintaining their apparatus, unless otherwise agreed to by the Parties. The Parties shall continue to provide mutual aid as described above in Sections 4.1 and 4.2. The City and the District shall impose a property tax levy within their respective boundaries in 2013 for collection in 2014 and in 2014 for collection in 2015 to fund the co-staffing plan.

#### **Section 4.5. Consideration of Extension**

During the co-staffing of Station 73, the Parties may determine that it is beneficial to continue this relationship to serve the residents in the Station's response area. Nothing in this agreement precludes those discussions. Any extension of this agreement shall be by mutual agreement established under the authority of the governing bodies of both Parties.

#### **Section 5. Dispute Resolution**

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each jurisdiction shall be responsible for the costs of its own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The Parties agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to any Boundary Review Board hearing on a proposed annexation, if possible.

~~After 30 days of submitting the matter to mediation, if there is no agreement, litigation may be filed by either or both parties within the Snohomish County Superior Court concerning interpretation of this agreement or alleged violation of any of its terms and provided that the prevailing party shall be entitled to all reasonable costs and attorneys' fees incurred in bringing the action, including costs of mediation.~~

*DD 6/27/14*

#### **Section 6. Indemnification**

Each of the Parties shall defend, indemnify and hold the other Parties, their officers, officials, employees and agents harmless from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from that other party's negligent acts or omissions in performing under this Agreement. No party will be required to defend, indemnify

or hold the other party harmless if the claim, suit or action for injuries, death or damages is caused by the sole negligence of that party. Where such claims, suits or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each party agrees that its obligations under this subparagraph include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this reason, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

### **Section 7. Compliance with Laws**

The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. However, to the extent allowed by law, the Parties agree the provisions of this Agreement shall supersede such provisions.

### **Section 8. Assignment**

The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Parties.

### **Section 9. Miscellaneous**

- 9.1** All of the terms in this Agreement shall extend to and bind the legal successors and assigns of the Parties.
- 9.2** This Agreement is made and shall be construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in Snohomish County, Washington.
- 9.3** No separate legal entity is hereby created.
- 9.4** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties and their successors and assigns to rely upon the terms herein contained nor to give any such third party a cause of action on account of any nonperformance hereunder.
- 9.5** No joint oversight and administration board is created hereby.
- 9.6** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless either party determines that such invalidity or unenforceability materially interferes with


or defeats the purposes hereof, at which time the Parties shall substitute a provision that most closely approximates that which was invalidated without being invalid itself.

- 9.7** This Agreement constitutes the final and completely integrated agreement between the Parties on its subject matter.
- 9.8** No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by all Parties.
- 9.9** Copies of this Agreement shall be filed with the Snohomish County Auditor's Office by the City.
- 9.10** Each party has had the opportunity to consult with counsel in connection with this Agreement. Each of the provisions of this Agreement represents the combined work product of all Parties. Therefore, no presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.
- 9.11** This Agreement shall be deemed effective and binding on all signing parties once the City and County have both executed the document.
- 9.12** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


**IN WITNESS WHEREOF**, the Parties have signed this Agreement.

**SIGNATURE PAGE FOLLOWS IMMEDIATELY**


CITY OF BOTHELL

By:   
Robert S Stowe  
City Manager

SNOHOMISH COUNTY  
FIRE PROTECTION DISTRICT 7

By:   
Gregg Knap  
Board Chair

ATTEST:

  
JoAnne Trudel  
City Clerk

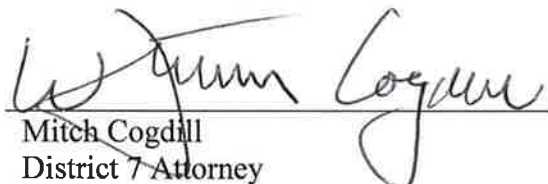
ATTEST:

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APPROVED AS TO FORM:

  
Joseph N. Beck  
City Attorney

APPROVED AS TO FORM:

  
Mitch Cogdill  
District 7 Attorney