

**AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT is entered into between KING COUNTY FIRE PROTECTION DISTRICT NO. 10, King County, Washington ("District") and the CITY OF ISSAQUAH, Washington ("City"), both Washington municipal corporations.

RECITALS

A. This agreement is entered into by the City pursuant to RCW 35A.11.040 and the District pursuant to RCW 52.12.031, and in conformance with Chapter 39.34 RCW, the Interlocal Cooperation Act.

B. The District (including the City of Carnation) and the City each maintain and operate fire departments that provide fire protection, fire suppression and emergency medical services.

C. The District and the City have determined that their best interests will be served by establishing a joint fire department to be operated under the control and direction of a joint board.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of joint benefits, the parties agree as follows:

1. **Definitions.** The following terms shall have the following meanings:

1.1 "Fire Department" or "Joint Fire Department" means the combined operating fire departments of the City and the District.

1.2 "Fire Chief" means the chief of the Joint Fire Department appointed by the Board of Directors.

1.3 "Board of Directors" or "Board" means the joint board of the Joint Fire Department, as described in Section 3.

2. **Term.** This Agreement shall be effective on January 1, 1999, and shall continue for a term of seven years. It shall be renewed automatically thereafter for successive one-year terms. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year term by filing with the other a notice of termination three years prior to the termination date.

3. Board of Directors.

3.1 Authority. Except as provided in paragraph 11 relating to employees, a Board of Directors shall administer, operate and manage the Joint Fire Department and all jointly owned or individually owned real and personal property of the parties. The Board's authority shall include execution of contracts for the provision of goods and services, including the authority to enter into or amend existing or future employment contracts with the Fire Chief, the assistant fire chief and such other employees as shall be authorized by the parties. The Board further shall have such additional authority as may from time to time be conferred on it by the legislative bodies of the parties. The Board shall have no authority to modify or revise the terms of this Agreement.

3.2 Appointment. The Board of Directors shall consist of six members, three of whom shall be appointed by the City Council from among its members, and three of whom shall be appointed by the Board of Fire Commissioners from among its members. The City Council and the Board of Fire Commissioners also shall appoint from among 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 Council and the Board of Fire Commissioners.

3.3 Meetings. A quorum of the Board of Directors shall consist of four members or their alternates. Actions of the Board shall be by motion or resolution, and, except as provided in paragraph 5, shall require the affirmative vote of at least four members or alternates. All meetings of the Board shall be held in compliance with the Open Public Meetings Act, Chapter 42.30 RCW. The date, time and place of the regular meetings of the Board shall be established by resolution of the Board. The Board shall prepare minutes of its meetings, which shall be distributed regularly to the legislative bodies of the parties.

3.4 Committees and Task Forces. The Board of Directors shall have the authority to form and appoint committees and task forces to assist the Board in the performance of its duties and responsibilities.

4. Services. The Board of Directors shall provide the following services within the boundaries of both the City and the District: fire prevention; fire suppression; emergency medical; special rescue; and hazardous materials incident response. Within the boundaries of the City, the Board shall provide the following additional services in conformance with City ordinances: fire code inspection and enforcement; fire code preconstruction building plan review; and fire investigation. The Board is authorized to add services upon approval by the parties. The parties recognize that King County has statutory jurisdiction to enforce the provisions of the Uniform Fire Code within the territory of the District that is outside of the City. The Board shall assume and carry out all contracts for services between the parties and other municipalities that are effective as of January 1, 1999. For purposes of this paragraph, the term "City" shall include the City of Carnation.

5. Fire Chief and Assistant Fire Chief. Upon the effective date of this Agreement, the City fire chief shall be the initial Fire Chief and the District fire chief shall be the initial

assistant fire chief. The initial Fire Chief and the initial assistant fire chief may be discharged or demoted only for cause. If the initial Fire Chief resigns or is discharged or demoted, the initial assistant fire chief, at his option, shall become the next Fire Chief and may be discharged or demoted only for cause. All subsequent Fire Chiefs shall be selected and discharged or demoted by a majority vote of all members of the Board. The initial Fire Chief and his successors shall report to and be supervised by the Board and all other employees and reserves shall report to and be supervised by the Fire Chief.

6. **Budget.** The Fire Chief shall prepare a proposed budget for a succeeding calendar year in a manner and at a time established by the Board of Directors. The proposed budget shall meet the applicable requirements of laws and regulations for both parties. The Board shall consider the proposed budget and submit a recommended budget to the legislative bodies of the parties on or before September 1. The legislative bodies of the parties shall adopt a budget before the end of the calendar year in accordance with applicable laws and regulations. Upon recommendation of the Fire Chief, the Board may submit a recommended budget amendment to the legislative bodies of the parties, which may adopt a budget amendment in accordance with applicable laws and regulations.

7. **Finances – Special Fund.** The Board of Directors shall create a special operating fund at the King County Financial Management Office to be used for the payment of the operating costs and expenses of the Joint Fire Department. The Board shall be responsible for the proper management and accounting of all funds coming into the possession of the Board. The financial affairs of the Board shall be conducted in accordance with applicable laws and regulations.

8. **Revenues.** Each party shall contribute funds to support the operations of the Joint Fire Department as follows:

8.1 **Financial Contribution of the District.** The District shall levy regular real property and emergency medical service taxes, as determined by its Board of Fire Commissioners, on taxable property located within the District. Upon receipt, the District shall deposit these taxes with the Board of Directors; provided, that the District shall withhold from the taxes the amount necessary for the operation of the District as a separate municipality. This necessary amount shall be set forth in a budget for the District adopted by the Board of Fire Commissioners before December 31 of each year, and shall not exceed 1% of the District's contribution to the Board of Directors in the calendar year preceding the year in which the necessary amount is calculated, unless approved by the Board of Directors. The percentage of the necessary amount to be withheld from each tax payment shall be determined by the Board of Directors. The District further shall contribute to the Board of Directors all other revenue of the District including but not limited to, contract income, state taxes and other revenue.

8.2 **Financial Contribution of the City.** For the initial year of this Agreement (1999), the City 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. For the years after 1999, the City 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, the City shall contribute annually to the Board an additional amount for any additional services or increased level of services to be provided within the City; provided, that the nature and extent of these services for the amount paid by the City shall be determined by the Board. For the years after 1999, the City 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 City shall contribute annually an amount equal to the amount of this tax in the last year of its collection. The contribution shall be paid to the Board of Directors in equal monthly installments.

9. **District Regular Property Tax Limitations.** The District shall not seek voter approval to exceed the regular or emergency medical services real property tax levy limitations of RCW Chapter 84.55 without consent of the City. The District shall not voluntarily lower its regular or emergency medical services real property tax levy without consent of the City.

10. **Major Capital Expenditures – Bond Issues.** If the Board of Directors determines that major capital expenditures for land, buildings or equipment are necessary for the proper operation of the Joint Fire Department, and should be financed through a bond issue (voter approved or legislative body approved) or levy of excess taxes, the Board shall adopt a report and recommendation and submit it to the legislative bodies of the parties. If one party fails to adopt the recommendation, the proposal shall be rejected. If both parties adopt the recommendation, they shall either adopt or pass appropriate legislative enactments to authorize a legislative body approved bond issue, or they shall submit appropriate ballot propositions to the voters at an election selected by both parties. If the ballot proposition is not approved in one jurisdiction, it may be placed before the voters of that jurisdiction again at such elections and as many times as are approved by the legislative bodies of both parties and authorized by the state constitution and laws.

11. **Employees.**

11.1 **Transfer.** All City fire department employees on the effective date of this Agreement shall become employees of the District and all volunteers of the City fire department on the effective date of this Agreement shall become reserves of the District. No employee of the District or the City shall suffer any loss or diminishment of rank or pay due to the establishment of the Joint Fire Department, subject to applicable laws and regulations; provided, that the District may eliminate compensatory time in lieu of overtime, that the District may change the title of a position, and that the duties and titles of District fire chief and City fire chief shall be changed in accordance with paragraph 5. For at least one year after the effective date of this Agreement, there shall be three deputy chiefs: the two current deputy chiefs from the District and one division chief from the City who shall be reclassified as a deputy chief. The City fire marshal shall be the assistant fire marshal. On or before March 31, 1999, the City shall pay to the Board of Directors

in cash or in real or personal property, the value of which shall be determined by the parties, an amount equal to all compensatory time legally accumulated by City fire department employees as of December 31, 1998 and not cashed out prior to January 1, 1999. The Board of Directors shall as soon as possible combine the benefits, rights and duties of the employees into one package or system provided, that the benefits package shall be combined on or before January 1, 1999.

11.2 **Employer.** The District shall be the employer of all employees and reserves of the Joint Fire Department.

11.3 **Fire Chief.** All employees and reserves of the Joint Fire Department shall report to and be supervised by the Fire Chief, who shall be responsible for the selection, discipline and termination of employees and reserves of the Joint Fire Department.

11.4 **Board Responsibility.** The Board of Directors shall provide to the District all necessary funds to pay employee and reserve wages, salaries, employment benefits, payroll taxes and other expenses.

12. **Fire Marshal Appointment.** The City, in accordance with its fire code, shall appoint the Fire Marshal of the District as the fire marshal and fire prevention engineer of the City. To the extent required by law, the Fire Marshal, while acting as the fire marshal and fire prevention engineer of the city, shall report to and be supervised by the Mayor of the City. The Fire Marshal shall cooperate with City building officials and the city administrator to administer, enforce and carry out the City's fire code. All court costs and other legal costs incurred in the enforcement of the City's fire code shall be paid by the City and shall not be considered an operating expense of the Joint Fire Department. Any award of costs, attorneys' fees, penalties or fines in an enforcement action shall be the property of the City.

13. **Property Ownership.** All real and personal property that is acquired by either party prior to the effective date of this Agreement shall remain the property of that party. Each party shall file an inventory of this before-acquired property with the Board of Directors within 30 days of the effective date of this Agreement. All real and personal property acquired by the Board or either party pursuant to this Agreement shall be identified by the Board upon acquisition as joint or separate property, and all jointly owned property shall be assigned an equitable ownership percentage or ratio as determined by the Board. Upon termination of this Agreement, all separate property shall be returned to the owner; the net value of all jointly owned property shall be calculated, and each party shall receive or pay, as applicable, the total net amount to the other, in cash or jointly owned property. If the value of jointly owned property is disputed by either party, both parties shall jointly pay for and accept an independent appraisal of the value of the property.

14. **Indemnification and Hold Harmless.** The City shall protect, defend, indemnify and save 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 acts or omissions of the City, its officers, employees and agents in performing this Agreement. The District shall protect, defend, indemnify and save 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 acts or omissions of the District, its officers, employees or agents in performing this Agreement.

15. **Insurance.** The Board of Directors shall provide insurance coverage for all operations, facilities, equipment and personnel of the Joint Fire Department, and shall further provide errors and omissions insurance coverage for the Board of Fire Commissioners. The insurance shall be substantially the same as the best coverage for the City or the District at the commencement of this Agreement.

16. **Operational Rules and Regulations.** The Board of Directors shall, from time to time, adopt and implement necessary rules and regulations to govern operations of the Joint Fire Department.

17. **Responsibilities on Termination.** If this Agreement is terminated, and the District lays off employees as a result of the termination, the terminating party shall be responsible for all costs and expenses directly related to the layoffs, including but not limited to payment of accrued employee benefits, continuation of employee benefits required by law and unemployment compensation. If the City establishes a fire department upon termination of this Agreement, it shall give preference in hiring to all laid-off employees.

18. **Annexations.** If the City annexes a portion of the District during this Agreement, the City shall not invoke the provisions of RCW 35.02.190, 35.02.200, 35.02.205, 35A.14.380 and 35A.14.400, as presently existing or as amended; provided, that the areas of such annexations shall be cumulated, and the City may invoke these statutory provisions for the total of such annexations upon termination of this Agreement. The City's potential interest in or ownership of District assets pursuant to these statutory provisions shall be indicated on the District's financial statements and audit reports.

19. **Incorporations.** If a city is incorporated within all or a portion of the District, all powers, duties and decisions to be made by the District pursuant to Chapters 35.02, 35A.14 and 52.04 RCW, as presently existing or as amended, shall be exercised by the Board of Fire Commissioners.

20. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, 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 mail, postage prepaid.

21. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of this Agreement or the application of the remainder of this Agreement shall not be affected.

22. **Entire Agreement -- Modification.** This Agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the

provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. This Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

23. Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

CITY OF ISSAQUAH,
WASHINGTON

FIRE PROTECTION DISTRICT NO. 10,
KING COUNTY, WASHINGTON

By Ava Frisinger
Mayor

By Dwight B. Altenburg
Commissioner

Date: Nov. 3, 1998

By Sam Hillier
Commissioner

ATTEST:

By John S. Giff
Commissioner

Linda Ruehle
Linda Ruehle, City Clerk

By Richard A. Sjogren
Commissioner

By Marcus F. Crandall
Commissioner

Date: 10-12-98

Approved as to form:
OFFICE OF THE CITY ATTORNEY

by: George Jensen