

ORDINANCE NO. 2577

AN ORDINANCE OF THE CITY OF KIRKLAND APPROVING, PURSUANT TO THE PROVISIONS OF R.C.W. 39.34.080, AN AMENDED CONTRACT FOR FIRE PROTECTION SERVICES BETWEEN THE CITY OF KIRKLAND AND KING COUNTY FIRE PROTECTION DISTRICT NO. 41.

WHEREAS, the City of Kirkland and King County Fire Protection District No. 41 desire to continue the joint fire protection service heretofore established between said bodies by contract, as authorized by RCW 39.34.080; and

WHEREAS, an agreement has been submitted to the Kirkland City Council identified as "Fourth Amended Contract for Fire Protection Services", now, therefore,

BE IT ORDAINED by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland the "Fourth Amended Contract for Fire Protection Services" with King County Fire Protection District No. 41. A copy of said amended contract is attached to this ordinance as Exhibit A and by this reference incorporated herein and the contents of said contract are approved.

Section 2. The Clerk is directed to file signed copies of the contract, herein approved, with the following public officials or agencies:

1. Office of Secretary for the King County Fire Protection District No. 41.
2. Office of City Clerk for the City of Kirkland.
3. The King County Office of Elections & Records.
4. The Secretary of State for the State of Washington.

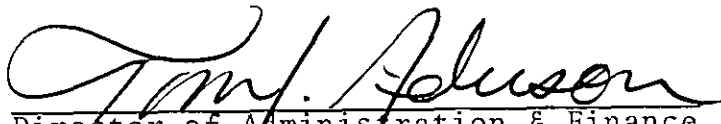
Section 3. This Ordinance shall be in force and take effect five (5) days from and after its passage and publication as required by law.

PASSED by the City Council in regular meeting on the 2nd day of February, 1981.

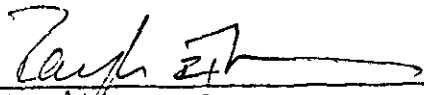
SIGNED IN AUTHENTICATION THEREOF on the 2nd day of February, 1981.

  
MAYOR

ATTEST:

  
Director of Administration & Finance  
(ex officio City Clerk)

APPROVED AS TO FORM:

  
City Attorney

JOINT AGREEMENT  
KIRKLAND - KING COUNTY FIRE DISTRICT # 41  
CONTRACT FOR SERVICES

January 13, 1981

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AGREEMENT, dated January 19, 1981 between THE CITY OF KIRKLAND (herein called the "city"), and KING COUNTY FIRE PROTECTION DISTRICT NO. 41 (herein called the "district"), both municipal corporations.

1. Purpose. Both parties are authorized under provisions of RCW 39.34.080 and RCW 52.08.030 to contract with each other to establish joint fire protection service. By agreement dated November 1, 1969, the parties hereto entered an agreement exercising their authority under such statute to establish joint fire protection services. The parties desire to continue the joint fire protection service they have established, but find it necessary to revise their agreement to reflect changes in laws affecting their respective rights to levies and to improve the working relationship between the parties. Both parties affirm the desire stated in their original agreement that they wish to improve fire protection service within their respective boundaries and believe that the same may be most efficiently furnished by the joint service they have established. Accordingly, this agreement shall supersede the agreement of the parties dated November 1, 1969, and shall henceforth govern the joint fire protection and emergency aid service established through that agreement.

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2. Joint Fire Protection and Emergency Aid Service. The parties have maintained joint service for fire protection and emergency aid within the area covered by their combined boundaries. The city shall continue to assume the obligation of providing fire protection and emergency aid service within the limits of both parties' boundaries pursuant to this agreement and to the extent required by law. In providing such service, the city shall endeavor to maintain a rating from the Washington Surveying and Rating Bureau or any successor rating agency at least as favorable as that which is now held by each of the parties. Equipment and personnel will be used in such a manner as to furnish uniform fire protection and emergency aid service throughout the limits of the jurisdictions of the parties, as nearly as may be reasonably done, provided special services may be developed and delivered as subject to 3 d.

3. Financing.

(a) General obligation bonds. Each party has certain obligations incurred for the acquisition of equipment, real property, and improvements for the benefit of fire services. Each party will continue to levy, in addition to statutory levies for its expense fund, such amounts as may be necessary to serve the outstanding general obligation bonds issued by each party. These are separate budgets.

(b) Expense fund. At the fall joint meeting or at such other meeting as may be called by either party for such purpose, the parties shall review and agree upon an operations budget for the joint services for fire protection and emergency aid programs for the following year. The budget shall include all direct expenses of

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the operations of the joint services and shall reflect all known grants, contributions, or other income received for any joint services program from any federal, or county agency. A supplemental budget for indirect expenses shall be attached, reviewed, and approved.

(c) Revenues. Each party shall contribute to the funding of the budget an amount which bears the same proportion to its assessed valuation as the amount contributed by the other party bears to the other party's assessed valuation. Annually, such contribution ratio shall be determined by the party whose general property tax rate is most severely limited by operation of the 106 percent tax limitation law.

(d) In the event either party has funds in addition to that which would be required to fund its contribution to the agreed operations budget for joint services, then that party may elect to make an additional contribution to joint services or establish a program or programs to be carried out primarily within the boundaries of its jurisdiction alone for fire protection, emergency medical aid services, or capital outlay. Such additional, or supplemental programs shall be coordinated with the joint services and included in the operating budget. The office of the Director of Fire Services will be required to supervise and coordinate such supplemental or additional programs if approved by both parties.

(e) After each fiscal year, the City shall provide the District with an accounting of the actual expenses of the joint services programs and the revenues received for such programs. At the spring joint meeting or at such other joint meeting called for such purpose, the parties shall review the accounting and agree on the disposition of any excess funds or the retirement of any deficit

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from the previous fiscal year. Unless otherwise agreed, any funds budgeted and contributed by the parties in any fiscal year, which are not spent in that fiscal year, shall be placed in the equipment reserve fund, or the City's firefighter pension fund, and/or both.

(f) The parties acknowledge the loan of \$15,000 from the District to the City, which was recited in their original agreement of November 1, 1969, and agree that this loan shall be repaid upon termination of this contract. This loan was reduced to \$12,674 and should reflect the actual amount.

(g) In a separate budget, the district shall provide for payment of salaries and expenses of the commissioners and the secretary, the cost of state examinations, elections and other expenses peculiar to the district as a separate legal entity.

(h) The city shall pay the operational costs of the joint fire protection and emergency services, and the district shall pay the city its contribution to the operational budget of the joint services monthly in amounts proportionate to the amounts received by it from its statutory tax levies.

4. Covenant By City. City covenants that all of the funds received from the District under this Agreement, as well as the amounts budgeted by the City for such services, shall be used for paying the cost of fire Protection and emergency aid services within the combined boundaries of the two parties.

5. Joint Meetings.

(a) Semi-annually, in spring and fall, the joint meeting shall be held between the District Commissioners and the City Council for the purpose of discussing the operation of this contract

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and such other matters as affect the delivery of emergency aid and fire protection services to their constituents, problems which may have arisen in the administration of this contract, and any other subjects which any commissioner, any councilperson, the city manager, the director of fire services, or the secretary of the district may wish to present. Additional joint meetings may be called by either party upon reasonable notice.

6. District Property. The city shall continue to assume the duty of maintaining, repairing, operating and insuring against hazards all of the buildings and equipment of the district. It is the intention of this agreement that all of the building and equipment of the parties devoted to fire services and emergency aid shall be maintained and insured on substantially the same basis. In furnishing service hereunder, the city shall be entitled to make use of all said equipment and buildings of the district in the same manner as though they were the property of the city.

7. Former District Personnel. This amended Agreement shall not affect any pension or service rights conferred upon any former district firefighter who became an employee of the City pursuant to paragraph 7 of the Agreement of November 1, 1969.

8. Purchase of Capital Equipment. It is also the intention of this agreement that the existing capital equipment of the parties shall be replaced, modernized, repaired and maintained as normal good operating practice requires. It is also recognized that new capital equipment, not replacing old equipment, may be required from time to time. Property which has been acquired or is hereafter acquired with funds of a party shall be the property of the party providing funding therefor.

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9. Joint Approvals. Except in the case of clear emergency, the following actions shall only be taken after consultation and concurrence by both parties.

(a) The sale or leasing of real property acquired for or used as a fire station site, or the sale or leasing of major fire or aid equipment.

(b) The opening or closing of fire stations contrary to the Fire Station Plan of 1971.

(c) The changing of policy set by joint City and District representatives.

(d) The expenditure of funds for or the commitment of the parties to expenses not contained in the jointly approved budget for fire protection and emergency aid services.

10. Termination. This agreement may be terminated by either of the parties effective as of the end of any calendar year upon giving of written notice to the other party of not less than twelve (12) months prior to the date of termination. In the event of termination:

(a) All fire stations and real property of the district, fire trucks, emergency aid vehicles, and other equipment and apparatus belonging to the district shall be returned to the district in good condition with reasonable wear and tear excepted. The property of the district shall consist of all property owned by the district as of January 1, 1970, all property acquired solely with district funds and all property designated to belong to the district on the inventory maintained by the director of fire services. Any property which has not been designated to belong to



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either the district or the city shall be deemed jointly owned and the interest of each party shall be owned in the same proportion as the respective assessed evaluations for general tax purposes of the parties bear to each other in the year of termination. Such equipment may continue to be jointly owned and operated under a mutual aid agreement or may be physically divided as equally as possible between the parties. In the event a dispute arises in regard to evaluation and division of such property, the parties agree to submit the same for arbitration to a panel which shall be composed of one member chosen by the district, one member chosen by the city, and a third member chosen by the first two members. The decision of the majority of the panel shall be final and binding upon the parties. The procedures and the decision of the panel shall be governed by the rules for compulsory and binding arbitration as set forth in Title 7 of the Revised Code of Washington.

11. Specific Performance. In addition to any remedies provided by law, this agreement shall be specifically enforceable by either party.

12. Amendment. Both parties agree that certain additional agreements will have to be entered into. Such agreements could include, but not be limited to, Policy Statements, Goals and Objectives, Major Capital Expenditures, and Reserve Funds.

13. Ratification. This agreement is authorized and approved by the City of Kirkland by Ordinance No. 2577 of the City of Kirkland and by King County Fire Protection District No. 41 by Resolution No. \_\_\_\_\_ of its Board of Commissioners.

14. Duration. Unless otherwise terminated or extended by the parties, the duration of this agreement for joint services shall be twenty years.

Clayton A. Beck  
King County Fire District No. 41  
Chairman

Allen B. Lock  
City of Kirkland

[Signature]  
Secretary of District

April 1, 81  
Date

3977A

RECORDED THIS DAY  
JUN 8 11 36 AM '81  
BY THE DIVISION OF  
RECORDS & ELECTIONS  
KING COUNTY

NOTES:  
PORTIONS OF THIS DOCUMENT POOR QUALITY FOR FILMING.

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