

ORDINANCE No. 3145

AN ORDINANCE OF THE CITY OF KIRKLAND APPROVING, PURSUANT TO THE PROVISIONS OF RCW 39.34.080, A 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 "Contract For Fire Protection Services December 20, 1988", 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 "Contract For Fire Protection Services December 20, 1988" with King County Fire Protection District No. 41. A copy of said 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. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication, as required by law.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 20th day of December, 1988.

Signed in authentication thereof this 20th day of December, 1988.

Doris Cooper
MAYOR

ATTEST:

James Riley
City Clerk

APPROVED AS TO FORM:

Gail Howard
City Attorney

JOINT AGREEMENT

CITY OF KIRKLAND - KING COUNTY FIRE DISTRICT NO. 41

CONTRACT FOR FIRE PROTECTION SERVICES

DECEMBER 20, 1988

AGREEMENT, dated December 20, 1988 between the CITY OF KIRKLAND (hereinafter referred to as the "City"), and KING COUNTY FIRE PROTECTION DISTRICT NO. 41 (hereinafter referred to as 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 by 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 all prior agreements including the original agreement of the parties dated November 1, 1969, and shall henceforth govern the joint fire protection and emergency aid service established through that agreement.

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 jurisdiction of the parties, as nearly as may be reasonably done, provided special services may be developed and delivered as subject to 3d.

3. Financing.

- a. General Obligation Bonds. Each party shall be responsible for any general obligation bond it issues for acquisition of equipment, real property, and improvements for the benefit of Fire Services.
- 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 for 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, state, 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. If any funds budgeted and contributed by the parties in the fiscal year are not expended during that fiscal year, then the

District and the City will share on a pro rata basis the balance remaining in the budget. Unless otherwise agreed, the City's share of the budget balance will be placed in the City's General Fund and the District's share of the budget balance will be credited towards the District's contribution for the next year's joint services budget.

- f. The parties acknowledge that the loan of \$15,000 from the District to the City, which was recited in their original agreement of November 1, 1969, has been fully repaid.
 - 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 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.**

Semiannually, 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 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 Council Member, 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. Property and Equipment. All fire vehicles, including pumpers and rescue trucks, which were acquired prior to the date of this agreement by either party for use within the combined boundaries shall be the property of the City even if the vehicle license indicates the District as registered owner. Fire vehicles hereafter acquired will be the property of the City and be titled in the name of the City, unless otherwise agreed by the parties. All personal property, fire fighting equipment, and miscellaneous equipment which was acquired prior to the date of this agreement or is hereafter acquired by either party for use at fire stations within the combined boundaries or at Kirkland City Hall shall be the property of the City. It is the intent of the parties that existing capital equipment be replaced, modernized, repaired and maintained as normal good operating practice requires. It is recognized that new capital equipment, not replacing old equipment, may be required from time-to-time. Such new equipment will be the property of the City unless the District is providing most of the funding and the parties agree that this equipment will be owned by the District. Real property which is hereafter acquired with funds of a party shall be the property of the party providing funding therefor.

9. Joint Approvals. Except in the case of clear emergency, the following actions shall be taken only after consultation and concurrence by both parties.
 - a. The sale or leasing of real property acquired for or used as a fire station site.
 - b. The opening or closing of fire stations contrary to previously adopted long-term plans.
 - 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 other party of not less than twelve (12) months prior to the date of termination. This paragraph applies only in the event of the ending of joint fire protection service. In the event of termination, the District will begin operating the fire stations over which the District then retains ownership as of the date of termination. By the date of termination, the City will transfer and convey to the District at its fire stations:

- a. One pumper and one aid car for each District fire station, which vehicles shall be in good operating order and fully equipped to perform fire suppression, emergency aid and rescue services.
- b. A complement of fire fighting, emergency aid and rescue equipment, furnishings, other vehicles and other personal property necessary to operate the fire stations and to provide fire suppression, emergency aid and rescue services commensurate with the level of services provided within the combined boundaries in the two years preceding giving of notice of termination.

The age, condition, and capabilities of the vehicles and equipment transferred to the District shall be, on the average, comparable to that retained by the City. Furnishings and other personal property necessary to operate the station shall be comparable to that which was, on the average, at such station during the two years preceding the giving of notice of termination.

As of the date of termination, the District would own the vehicles, fire fighting equipment and personal property it receives pursuant to this paragraph. In the event a dispute arises in regard to the complement of vehicles and equipment to be turned over to the district, 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 RCW.

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. _____ of the City of Kirkland and by King County Fire Protection District No. 41 by Resolution No. 153 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.
15. Indemnification

The City agrees to indemnify, defend, and save harmless the District and its officers for any claim, real or imaginary, filed against the District or its officers, alleging damage or injury caused by fault of the City of Kirkland, its officers or employees and arising out of operating the joint fire protection or emergency aid services; provided, however, that such provision shall not apply to the extent that damage or injury results from the fault of the District or its officers. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015.

King County Fire District No. 41

City of Kirkland

Secretary of District

Date