

1/2/06

AUG 03 2006



AGENDA SHEET FOR COUNCIL MEETING OF: August 14, 2006

CITY CLERK'S OFFICE
SPOKANE, WA
Council Sponsor
Public Works Committee

Submitting Dept.
Public Works & Utilities

Contact Person
Dave Mandyke

Phone No.
625-6320

- ADMINISTRATIVE SESSION**
- Contract
 - Report
 - Claims

- LEGISLATIVE SESSION**
- Emergency Ord
 - Resolution
 - Final Reading Ord
 - First Reading Ord
 - Special Consideration
 - Hearing

- CITY PRIORITY**
- Communications
 - Economic Development
 - Growth Management
 - Human Services
 - Neighborhoods
 - Public Safety
 - Quality Service Delivery
 - Racial Equity/Cultural Diversity
 - Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- ~~ENG~~
- REQUISITION

OPR 2006-01654
PLN 2005-0011 / C 33884
* C 33885 / R 52006-0071
OPR 96-202

- STANDING COMMITTEES**
(Date of Notification)
- Finance
 - Neighborhoods
 - Planning/Community & Econ Dev

- Public Safety
- Public Works 7/24/06

Neighborhood/Commission/Committee Notified: _____
Action Taken: _____

AGENDA WORDING:

Interlocal Agreement between the City of Spokane and Spokane County Fire Protection District #10 concerning mitigation of the impact of the Park Place Annexation.

BACKGROUND:

(Attach additional sheet if necessary)

In October 1999, the City of Spokane and Spokane County Fire Protection District No. 10 approved an agreement relating to future annexations by the City of portions of the District's service area. On June 26, 2006, the City Council passed an Ordinance annexing the 495 acre Park Place area into the City. A majority of the area included in the annexation had been located within the jurisdiction of Fire District 10. During the Park Place annexation process an amendment to the 1999 agreement was negotiated with Fire District 10. The Fire District 10 Board of Commissioners approved the amendment on May 2, 2006. The terms of the amendment to the agreement call for no monetary exchange between the two parties as a result of the annexation. However, the assessed valuation of the real property previously within the Fire District 10 will be included in determining when the cumulative annexations by the City within the District's service area constitute at least 60% of the assessed valuation of the real property of the District.

RECOMMENDATION:

Fiscal Impact: <input type="checkbox"/> N/A	Budget Account: <input checked="" type="checkbox"/> N/A
<input type="checkbox"/> Expenditure: \$	#
<input type="checkbox"/> Revenue: \$	#
<input checked="" type="checkbox"/> Budget Neutral	

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

SIGNATURES:

Department Head

Legal

Division Director

Deputy Mayor for Mayor

Finance

Council President

- DISTRIBUTION:**
- C. Thacker, Public Works
 - John Mercer, Public Works
 - Bobby Williams, Fire
 - Chief Nick Scharff, FD 10

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:
August 14, 2006

CITY CLERK

AUG 03 2006



AGENDA SHEET FOR COUNCIL MEETING OF: August 14, 2006

CITY CLERK'S OFFICE
SPOKANE, WA
Council Sponsor
Public Works Committee

Submitting Dept.
Public Works & Utilities

Contact Person
Dave Mandyke

Phone No.
625-6320

- ADMINISTRATIVE SESSION**
- X Contract
 - o Report
 - o Claims

- LEGISLATIVE SESSION**
- o Emergency Ord
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- o Communications
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 - X Growth Management
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CLERK'S FILE
RENEWS
CROSS REF
ENG
REQ
REQUISITION

OPR 2006-0654
PLN 2005-0011 / C 33884
+ C 33885 / RES 2006-0071
OPR 96-202

- STANDING COMMITTEES**
(Date of Notification)
- o Finance _____
 - o Neighborhoods _____
 - o Planning/Community & Econ Dev _____

o Public Safety _____
X Public Works 7/24/06

Neighborhood/Commission/Committee Notified:
Action Taken:

AGENDA WORDING:

Interlocal Agreement between the City of Spokane and Spokane County Fire Protection District #10 concerning mitigation of the impact of the Park Place Annexation.

BACKGROUND:

(Attach additional sheet if necessary)

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RECOMMENDATION:

Fiscal Impact: o N/A	Budget Account: X N/A
o Expenditure: \$	#
o Revenue: \$	#
X Budget Neutral	

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

SIGNATURES:

[Signature]
Department Head

[Signature]
Legal

[Signature]
Division Director

[Signature]
Deputy Mayor for Mayor

[Signature]
Finance

[Signature]
Council President

DISTRIBUTION:

- C. Thacker, Public Works
- John Mercer, Public Works
- Bobby Williams, Fire
- Chief Nick Scharff, FD 10

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:
August 14, 2006
[Signature]
CITY CLERK

When Recorded Return To:
Dave Mandyke, Deputy Director
Public Works & Utilities
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

**FIRST AMENDMENT TO SPOKANE COUNTY FIRE PROTECTION DISTRICT
NO. 10 CITY OF SPOKANE FIRE DPARTMENT SERVICE AGREEMENT**

THIS FIRST AMENDMENT is entered into as of the 2nd of May, 2006 by and between SPOKANE COUNTY FIRE PROTECTION DISTRICT NO. 10, a municipal corporation, referred to as "District", and the CITY OF SPOKANE, a municipal corporation, referred to as "City".

WHEREAS, on or about October 5, 1999, District and City approved an agreement titled Spokane County Fire Protection District No. 10 City of Spokane Fire Department Services Agreement relating to future annexations by the City of areas within the District's service area (the "Agreement").

WHEREAS, on January 3, 2006 by Resolution 2005-0151, the City expressed its intent to annex the 42.28 acre Park Place area located southwest of Nine Mile Road, south of Rosewood Avenue, west of Hartley Street, and immediately southwest of the intersection of Hartley Street and Francis Avenue, contiguous to the City's Northwest Neighborhood ("Park Place Annexation").

WHEREAS, the majority of the area to be annexed in the Park Place Annexation lies within District boundaries.

WHEREAS, the area to be annexed lies within a remote area of the District that is physically closer to City fire facilities and resources.

WHEREAS, annexation of this area would improve Fire and EMS service delivery, while reducing a service delivery challenge for the District.

WHEREAS, District has asked the Boundary Review Board for Spokane County to invoke jurisdiction and conduct a hearing relative to the Park Place Annexation.

WHEREAS, District and City wish to provide for mitigation of financial impacts to the District resulting from the Park Place Annexation.

NOW, THEREFORE, in consideration of the facts set forth hereinabove, City and District hereby agree as follows:

1. Agreement Documents. The Spokane County Fire Protection District No. 10 City of Spokane Fire Department Services Agreement, dated October 5, 1999, and any previous amendments and/or extensions/renewals, thereto, are incorporated by reference into this First Amendment as though written in full and shall remain in full force and effect except as provided herein.

2. Valuation. Pursuant to the terms of Section (I)(9) of the Agreement, City and District agree that the assessed valuation of the real property included in the Park Place Annexation, as approved by City Ordinance following review and/or hearing by the Boundary Review Board, shall be included in determining whether or not cumulative annexations by the City within the District's service area since approval of the Agreement constitute at least sixty percent of the assessed valuation of the real property of the District.

3. Provision of Fire Protection and Emergency Services. Upon the effective date of the Park Place Annexation, all areas within the Park Place Annexation, as approved by the City Council following review and/or hearing by the Boundary Review Board, shall be automatically removed from the jurisdiction of the District and the City shall be responsible for providing fire protection and emergency medical services within the area annexed by the City.

4. Property Taxes. There shall be no payment of any kind made by the City to the District or by the District to the City as a result of the Park Place Annexation, as modified by the Boundary Review Board or otherwise; provided, the Park Place Annexation shall be included in determining whether or not cumulative annexations by the City within the District's service area constitute at least sixty percent of the assessed valuation of the real property of the District as provided in the Agreement. The District hereby expressly waives its rights under Section (I)(13) of the Agreement to payment of the property taxes the District would have collected but for the Park Place Annexation.

5. Boundary Review Board Hearing. The District agrees to testify in support of the Park Place Annexation to the Boundary Review Board and further agrees not to appeal the Boundary Review Board's resolution and hearing decision approving and/or modifying the Park Place Annexation.

6. Government Approval. The District acknowledges that this Amendment does not bind the City until it has been approved by the Spokane City Council in an Open Public Meeting and signed by the Mayor or Deputy Mayor.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

City of Spokane

By [Signature]
Mayor/Deputy Mayor

**Spokane County Fire Protection
District No. 10**

By [Signature]
Chair

ATTEST:

[Signature]
City Clerk

By [Signature]
Commissioner

By [Signature]
Commissioner

By [Signature]
District Secretary

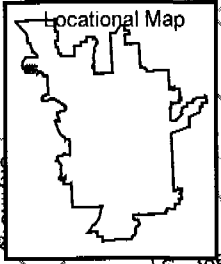
APPROVED AS TO FORM:

[Signature]
Assistant City Attorney



Park Place Annexation Fire Districts

27 July 2006



Aubrey L White

Unservd






Fire District #9

**City of Spokane
Fire District**

Fire District #10

Unservd

Legend

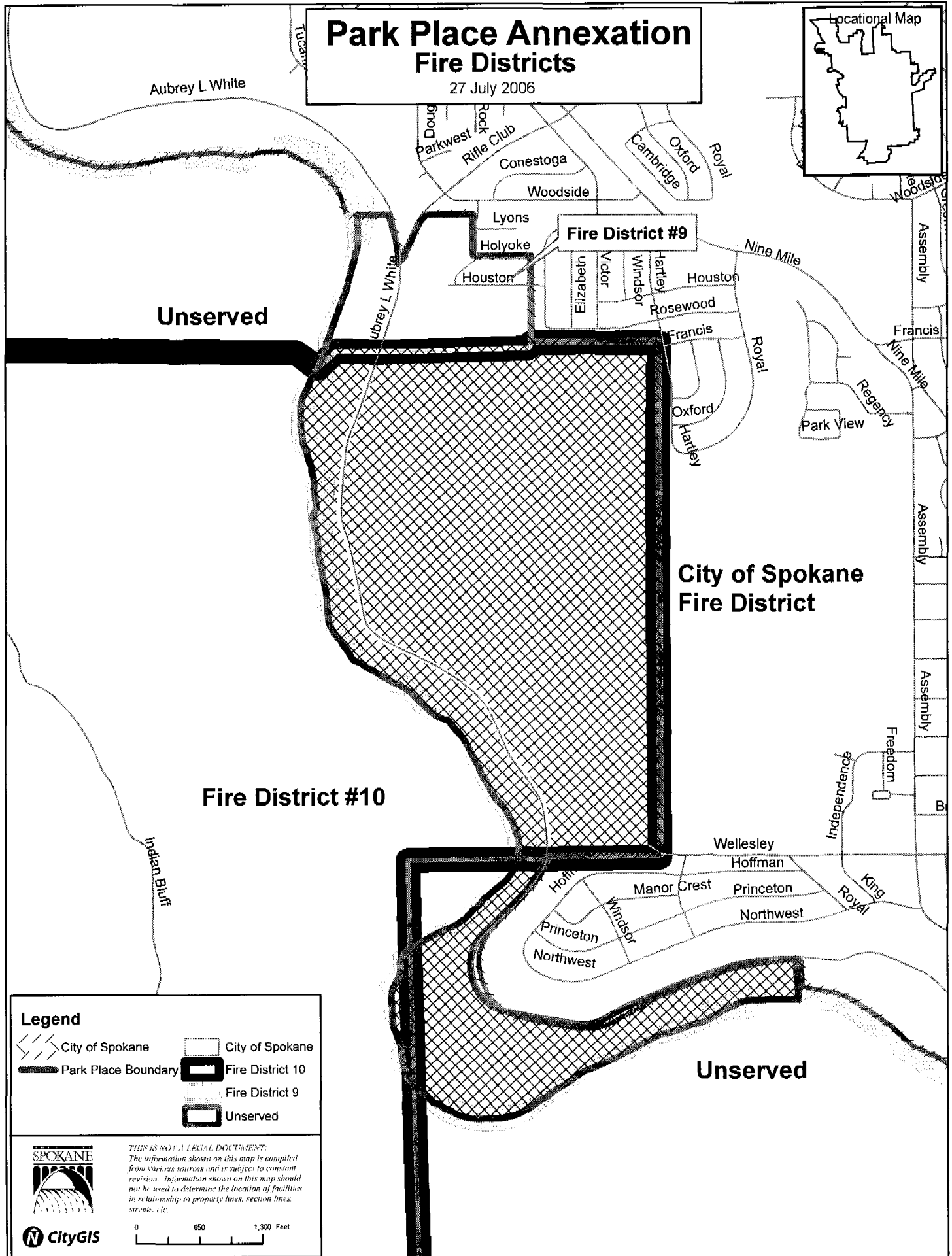
-  City of Spokane
-  Park Place Boundary
-  Fire District 10
-  Fire District 9
-  Unservd



*THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.*

 CityGIS

0 650 1,300 Feet



Park Place Annexation: parcels inside District 10

PARCEL_NO	SITE_ADDRESS	OWNER_NAME	ACREAGE	ASSESSED VALUATION
25031.9014	2223 ADDRESS UNKNOWN.	WASH STATE DEPT PARKS & REC	3.52	\$0
25032.9015	2254 ADDRESS UNKNOWN.	WASH STATE DEPT PARKS & REC	42.39	\$0
25041.9008	2278 ADDRESS UNKNOWN.	WASH STATE DEPT PARKS & REC	2.50	\$0
26335.9002	8058 ADDRESS UNKNOWN.	WASH STATE DEPT PARKS & REC	40.75	\$0
26342.9002	8133 ADDRESS UNKNOWN.	WASH STATE DEPT PARKS & REC	80.00	\$0
26342.9019		FAIRMOUNT MEMORIAL PARK	3.83	\$1,920
26342.9020	8132 ADDRESS UNKNOWN.	PLEASE GRAHAM, LLC	42.07	\$25,760
26342.9021	8132 ADDRESS UNKNOWN.	FAIRMOUNT MEMORIAL PARK	28.07	\$14,040
26342.9022	8132 ADDRESS UNKNOWN.	FAIRMOUNT MEMORIAL PARK	4.00	\$2,000
26343.9004	8135 ADDRESS UNKNOWN.	WASH STATE DEPT PARKS & REC	31.06	\$0
26343.9006	8136 ADDRESS UNKNOWN.	FAIR MEM PARK	0.92	\$0
26343.9009	8138 ADDRESS UNKNOWN.	FAIR MEM PARK	10.90	\$5,560
26343.9010	5200 W WELLESLEY AVE	FAIR MEM PARK	3.25	\$1,660
26345.9016	8134 ADDRESS UNKNOWN.	FAIRMOUNT MEMORIAL PARK	72.17	\$36,090
		TOTALS	365.43	\$87,030

BRIEFING PAPER
Department of Public Works & Utilities
August 7, 2006

Subject:

Park Place Annexation Fire District Mitigation Agreement: First Amendment to 1999 Spokane County Fire Protection District No. 10 / City of Spokane Service Agreement.

Background:

In October 1999, the City of Spokane and Spokane County Fire Protection District No. 10 approved an agreement relating to future annexations by the City of areas within the District's service area. On June 26, 2006, the City Council passed an Ordinance annexing the 495 acre Park Place area into the City. A majority of the area included in the annexation had been located within the jurisdiction of Fire District 10. During the Park Place annexation process this amendment to the 1999 agreement was negotiated with Fire District 10. The Fire District 10 Board of Commissioners approved the amendment on May 2, 2006.

Impact:

The terms of the amendment to the agreement call for no monetary exchange between the two parties as a result of the annexation. However, the assessed valuation of the real property within the Fire District 10 portion of the annexation area will be included in determining when the cumulative annexations by the City within the District's service area since approval of the 1999 agreement constitute at least 60% of the assessed valuation of the real property of the District. The assessed valuation of Fire District 10 service area included within this annexation is \$87,030. This is the first annexation completed within Fire District 10 since the 1999 agreement was entered into.

Action:

Recommend approval by the City Council.

AGENDA SHEET FOR COUNCIL MEETING OF: October 18, 1999

City Manager _____ Pete Fortin _____ 6045
 Submitting Department _____ Contact Person _____ Phone Ext. _____

CONSENT AGENDA
 X Contract
 0 Report

LEGISLATIVE SESSION
 0 Resolution
 0 Emergency Ordinance
 0 Final Reading Ordinance
 0 First Reading Ordinance
 0 Special Consideration
 0 Hearing

COUNCIL PRIORITY
 0 Communications
 0 Economic Development
 0 Growth Management
 0 Human Services
 0 Neighborhoods
 X Public Safety
 0 Quality Service
 0 Racial Equity & Cultural
 0 Rebuild & Maintain Infrastructure

RECEIVED

OCT - 7 1999

CITY CLERK'S OFFICE
SPOKANE, WA

Clerks Files: # OP99-849
 Renews: # _____
 Cross Reference: # _____
 LID: # _____
 BID: # _____

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT:

Action Taken: _____

AGENDA WORDING: Fire Department Services Agreement with Spokane County Fire Protection District No. 10.

BACKGROUND (Attach separate sheet if necessary): The District and City currently maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions. The parties recognize that annexations of the District territory by the City will result in the reduction of the tax base of the District and in the transfer of District assets to the City. The parties also recognize that the voters of the District can require the City to assume responsibility for the provision of fire department services to the district and for the operation and maintenance of the property, facilities and equipment of the District upon payment of a reasonable fee for the services provided by the City. The parties are of the opinion that it is in the best interests of the parties, their taxpayers, property owners and residents to provide by negotiation for the transfer of district assets and employees to the City and the transfer of the responsibility to provide Fire Department services by the City to the District under terms and conditions that will ensure the highest level of emergency and public services in both the District and the City.

RECOMMENDATION: Approve Agreement.

FISCAL IMPACT: Expenditure - \$ _____ Budget Account: # _____
 Revenue - \$ _____ # _____

LIST ATTACHMENTS AS FOLLOWS:
 On file for Review in Office of City Clerk:

Include in Packets: Agreement

SIGNATURES OF SUBMITTING OFFICERS (sign legibly):

Bobby Williams
 Department Head
Michael Piccolo
 Legal

Division Director

Finance
Pete Fortin
 City Manager

DISTRIBUTION AFTER COUNCIL ACTION:
 City Manager - Pete Fortin
 Fire Department - Bobby Williams, Chief
 City Attorney - Michael Piccolo
 Fire District 10

Nancy

COUNCIL ACTION:

**APPROVED BY
 SPOKANE CITY COUNCIL:**

October 18, 1999
Terri Ruppert
 CITY CLERK



**SPOKANE COUNTY FIRE PROTECTION DISTRICT NO. 10
CITY OF SPOKANE
FIRE DEPARTMENT SERVICES AGREEMENT**

OPR 99-849

This Agreement is entered into between SPOKANE COUNTY FIRE PROTECTION DISTRICT NO. 10, a municipal corporation, referred to as "District", and the CITY OF SPOKANE, a municipal corporation, referred to as "City".

This Agreement is entered into by the City and the District under the authority of RCW 52.12.031, in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act and in compliance with chapter 36.115 RCW, the Service Agreement Act. The Agreement will be filed with the Spokane County Board of Commissioners pursuant to RCW 36.115.040(3).

The District and the City currently maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.

The County has adopted interim urban growth areas, designated as Joint Planning Areas (JPA), that encompass portions of the District, its service area and financial base. The City intends to annex the areas within the JPA. Both the City and the District have the ability to provide fire protection, fire suppression and emergency medical services in the JPA located within the District boundaries.

The parties recognize that annexations of the District territory by the City will result in the reduction of the tax base of the District and in the transfer of District assets to the City. The parties also recognize that the voters of the District, under RCW 35.02.190, can require the City to assume responsibility for the provision of fire department services to the District and for the operation and maintenance of the property, facilities and equipment of the District upon payment of a reasonable fee for the services provided by the City.

The parties are of the opinion that it is in the best interests of the parties, their taxpayers, property owners and residents to provide by negotiation for the transfer of District assets and employees to the City and the transfer of the responsibility to provide Fire Department services by the City to the District under terms and conditions that will ensure the highest level of emergency and public services in both the District and the City.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

I. GENERAL TERMS

1. Definitions. The following definitions shall apply to terms used in this Agreement unless expressly stated to the contrary.

512

- 1.1. District means Spokane County Fire Protection District No. 10.
- 1.2. District Board of Commissioners means Spokane County fire Protection District No. 10 Board of Commissioners.
- 1.3. City means the City of Spokane.
- 1.4. Fire Department means the Fire Department of the City of Spokane.
- 1.5. Fire Chief means the Chief of the Fire Department of the City of Spokane.
2. **Term.** This Agreement shall be effective on execution by both parties and shall continue until the District no longer exists as a municipal corporation. The parties understand that the implementation of the Agreement will be phased in over a period of time
3. **Hold Harmless.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.
4. **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 at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.
5. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.
6. **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. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
7. **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.
8. **Dispute Resolution.** Any controversy which shall arise between the City and the District regarding the rights, duties or liabilities of either party under this

Agreement shall be submitted to non-binding arbitration. The arbitration shall be before one disinterested arbitrator agreed upon by the parties. The arbitrator shall render an opinion in accordance with the laws of the state of Washington as applied to the facts found by the arbitrator or arbitrators. In the event the parties are unable to agree on the selection of the arbitrator or in the event the opinion of the arbitrator is not acceptable to either of the parties, the matter shall be submitted to the Spokane County Superior Court for final decision. The parties agree that the decision of the Superior Court shall be final and not subject to appeal.

9. **Annexations.** In the event the City annexes areas of the District the City agrees that it will not invoke the provisions of RCW 35.02.190, 35.02.200, 35.02.205 35A.14.380 and .400, as presently exists or as may be amended, relating to ownership of assets for each annexation until at least 60% of the assessed value of the District at the time this Agreement is signed is annexed. The District agrees that the percentage of the assessed value of the District contained in each annexation shall be cumulated and that the City shall be entitled to invoke the statutory provisions for all prior annexations which occurred during the term of this Agreement at the time the 60% valuation is reached. It is further agreed that the City's interest in, or ownership of District assets shall be indicated on the District's financial statements and audit reports.
10. **Implementation Schedule.** The provisions of this Agreement shall be implemented in the following order:
 - 10.1. Development and approval of the Comprehensive Service Plan.
 - 10.2. Negotiation of the transfer of District employees to the City.
 - 10.3. Negotiation of transfer of portion of District Assets to the City.
 - 10.4. City annexation of the JPA portion of the District.
 - 10.5. Transfer of portion of District Assets to the City.
 - 10.6. City assumption of Fire Department services in the District.
11. **Other Service Agreements.** Nothing in this Agreement shall preclude the parties from entering into separate agreements beyond the comprehensive service plan prior to annexation, including, but not limited to, separate agreements for maintenance, training and supplemental responses.
12. **Merger.** In the event any portion of the district shall be merged into and become a part of another fire protection district, the provisions of this Agreement shall no longer apply to the merged portion.
13. **Series of Annexations.** In the event the City annexations portions of the District including less than 60% of the assessed value of the District, the provisions of

Section III shall not apply until the cumulative annexations reach the 60%. The District shall continue to serve the annexed areas, on request by the City, and in either event, the City shall pay to the District each year, in monthly installments, an amount equal to what the District would have collected in property taxes if the City had not annexed the areas.

II. PRE-ANNEXATION TERMS

14. **City Annexations.** The City agrees that it shall provide a schedule for the proposed annexation of the JPA located in the District at least twelve months prior to any annexation. This paragraph shall not apply to any pending annexations or to any annexation petition initiated subsequent to this Agreement if initiated pursuant to annexation procedures other than RCW 35.13.015 in which event the City shall immediately notify the District.
15. **Comprehensive Service Plan.** Prior to the annexation of any or all of the JPA, the parties agree to develop a comprehensive plan for Fire Department services in the District including the areas of the District proposed to be annexed by the City. The Parties' approval of this Agreement is based on its reliance on the completion of a responsible Plan. It is the intent that the services of the Fire Department are to be provided in accordance with the Comprehensive Service Plan and any future amendments to the Plan. The Parties recognize, however, that implementation of the Plan will be dependent on the revenue available to the City. The City shall use the Plan as a guideline for future City actions, shall periodically review the Plan and shall consult with the District Board of Commissioners before any significant policy changes affecting the service level are made to the Plan. The Comprehensive Service Plan shall include, but not be limited to, the following elements:
 - 15.1. The staffing of all District stations.
 - 15.2. The assignment of apparatus to all District stations which shall insure that District apparatus or equivalent apparatus shall remain available to provide services in the District.
 - 15.3. The District volunteer fire fighter program which shall insure that the program will be continued and that the volunteer fire fighters will continue to operate from fire stations that were previously operated by the District unless a station no longer serves the District.
 - 15.4. In all areas of the District not annexed into the City, the nature and level of services to be provided by the City, including fire prevention, structural fire suppression, wild land fire suppression, emergency medical services and hazardous material incident response service, shall be at a level no less than what is provided at the time the City assumes fire protection services under this Agreement. Subject to the minimum level of services as defined in the

Comprehensive Service Plan, the future level of fire protection services within the annexed area shall be determined by the City.

- 15.5. The training to be provided to all personnel serving the District.
 - 15.6. The maintenance and repair by the City, through its staff or contractor, of all District stations and equipment whether owned by the City or the District.
 - 15.7. Future station and equipment needs. The continuing growth of the District and the need to address the future acquisition of additional equipment and station facilities to meet the needs and to improve the level of services provided in the District.
 - 15.8. Financial planning to address the service in the District.
- 16. Joint Planning.** Prior to the completion of the Comprehensive Service Plan, the parties agree that they shall consult each other in respect to the selection of the location for station facilities that will serve the JPA located in the District, the design and construction of station facilities and the selection and purchase of equipment to be used to serve the JPA. Notwithstanding the provisions of this paragraph, the parties recognize that the final decision to acquire land, facilities and equipment shall be made by the acquiring party.
- 17. Operational Planning.** Prior to the annexation of the JPA, the parties agree to complete joint operational plans for services to the JPA covering mutual responses, training and the possibility of joint station use.

III. POST SIXTY PERCENT-ANNEXATION TERMS

- 18. Services.** Upon annexation of 60% of the Fire District's assessed valuation, the City agrees to furnish all Fire Department services at levels currently provided by the District, unless modified by the Comprehensive Service Plan, including, but not limited to, fire protection, fire suppression, emergency medical and hazardous material incident response services to all properties and persons located in the District. The 60% of assessed valuation shall be determined pursuant to paragraph No. 9. The service levels to be provided in the City shall be determined by the City.
- 19. Special Revenue Fund.** The City shall maintain a Special Revenue Fund consisting of revenue generated to the City from areas within the District which are served by the City. The Fund is intended to be used solely for the payment of operating costs of the Fire Department associated with providing of services to areas within and formerly within the District. Any surplus in the Special Revenue Fund will remain in the Fund and will be restricted for use for Fire Department purposes. The annual carryover of funds in the Special Revenue Fund shall not be used to offset the annual contributions to the Fund of either party.

20. Funding of Special Revenue Fund. The District agrees to partially fund the operations of the Fire Department under the following provisions, the balance of the funding to be provided by the City. The District agrees to levy regular real property taxes at the highest rate available, as determined by the District Board of Commissioners, on taxable property located within the District. From the annual revenue received by the District from tax levies, contracts and all other sources, the District shall retain sufficient funds for the payment of the following District operating expenses:

- 20.1. Commissioners' fees pursuant to RCW 52.14.010.
- 20.2. Membership fees for state and local municipal corporation associations and commissioners' associations.
- 20.3. Commissioners' travel expenses and expenses incurred in attending meetings, legislative and administrative hearings and all other such functions.
- 20.4. Attorneys, accountants, auditors and investment officers' fees and costs.
- 20.5. Election expenses.
- 20.6. Such other reasonable and necessary expenses as may be incurred from time to time by the District and its Board of Commissioners that are not attributable to the operation of the Fire Department.
- 20.7. Employment costs for the District employee so long as such employment is required.
- 20.8. Insurance costs for the insurance coverages listed in paragraph 28.
- 20.9. The total amount retained each year in the expense fund by the District to pay operating expenses shall not exceed the expenses budgeted by the District for the year without the approval of the City.
- 20.10. Each calendar year, the revenues collected by the District shall be prorated on a monthly basis to cover the District expenses. The balance of the revenues of the District shall be transferred to the City Fire Department Special Revenue Fund within thirty days of the end of each month. The Parties agree to negotiate with the County Treasurer to arrange an automatic transfer of tax collections.
- 20.11. The funds contributed by the District shall be used to fund the services provided to the District.
- 20.12. The cost of maintaining volunteer fire fighters.

- 21. District Retained Employee.** To qualify for the fifty cents tax levy authorized by RCW 52.16.160, the District shall employ one full time, fully paid employee. The nature of the position to be filled and the job description of the position shall be established by the District Board of Commissioners on the recommendation of the Fire Department Chief. The employee shall be mutually selected by a representative of the District Board of Commissioners and the Chief in accordance with the standards established by the District Board of Commissioners and shall report to and act under the supervision of the Chief or the Chief's designee. In the event the statutory requirement for an employee is removed or in the event it becomes economically not feasible to maintain the District employee because of District revenue the City agrees to employ the District employee with no loss of salary or benefits.
- 22. Transfer of District Employees.** Except as provided in paragraph 21, the City agrees to employ all District employees on a permanent basis with no loss of salary or benefits. The employment transfer agreement shall be negotiated by the District and the City.
- 23. Volunteer Fire Fighters.** The City agrees that all District volunteer fire fighters shall become volunteer fire fighters of the City or remain volunteer fire fighters of the District after implementation of the Agreement without loss of any benefits. The City shall have the authority to determine if the volunteer fire fighters respond to calls in the City or if they will be limited to responses in the District. The City shall comply with the District mutual aid agreements.
- 24. Office Facilities.** The District shall retain the right to use station facilities for the official meetings and activities of the Board of Commissioners, storage of District records and for the use of the District secretary. The use of the station by the District shall not interfere with the operations of the Fire Department. In the event the District employee provided for above is not the District Secretary, the City shall provide the required secretary services.
- 25. District Planning.** The City shall provide the Board with a monthly written report of Fire Department activities within the District. The Chief of the Fire Department and the Board of Commissioners shall annually review and evaluate the Fire Department operations conducted in the District. The Chief shall provide a written report of the operations to both the Board of Commissioners and the City Management. The review shall include the effect of new construction and development in the District and the need, if any, for additional facilities, equipment and personnel for service to the District.
- 26. Transfer of Assets.** The District agrees, within one year after the annexation of the JPA by the City, to transfer title to the City all of the assets currently owned by the District except for the assets that the City would be required to transfer back under RCW 35.02.190 subject to the following terms and conditions:

- 26.1. The assets shall be transferred in their present condition with no express or implied warranties by the District of any nature unless the assets are covered by a manufacturer or builder warranty which shall be transferred to the City since the asset transfer results from statutory requirements and does not constitute a sale.
 - 26.2. The assets shall be transferred under the condition that they are to be used for Fire Department services and in the event any asset is not needed by the Fire Department, that the proceeds received from the sale of the asset shall be credited to the Fire Department Fund to be used for Fire Department purposes.
 - 26.3. The selection of the assets to be retained by the District shall be negotiated by the parties but shall include station facilities and equipment normally located and used in the portion of the District that will remain after the annexation and existing reserve funds necessary for the payment of District expenses for the first year after the annexation.
 - 26.4. The assets transferred from the District to the City shall be used to provide services to the area formerly served by the District immediately prior to the annexation by the City. In the event the City uses former District assets to serve other areas of the City, the City shall provide equivalent equipment for service to the District areas.
 - 26.5. At the effective date of the annexation, the City shall have the immediate use and possession of all assets of the District necessary for the City to serve the District.
- 27. Failure to Provide Services.** In the event the City becomes unable or fails to provide services to the District at a level equal to or greater than the level currently provided in the District, as contemplated by this Agreement, and the residents of the District do not elect to require City services under RCW 35.02.190, the City shall restore to the District sufficient assets or funds to enable the District to contract for or to provide a reasonable level of Fire Department services in the then existing District. A determination as to whether the City is unable to provide or has failed to provide services shall be subject to the dispute resolution clause in paragraph 8.
- 28. Insurance.** The District shall provide liability insurance coverage for the actions of its Board of Commissioners, employee and volunteer fighters including coverage for operation of personal automobiles when on District business, errors and omissions coverage for the Board of Commissioners and employment practices coverage.

Dated: Oct 5, 1997

Dated: _____

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SPOKANE COUNTY FIRE PROTECTION
DISTRICT NO. 10

CITY OF SPOKANE

James McKelvey
Chair

By: Peter J. Fortin
City Manager - 10/18/99

Paul D. McQuade
Commissioner

Attest: Yvonne
City Clerk



P. D. Jayworth
Commissioner

Approved as to form:

Attest: Jean Krum
District Secretary

B. B. Buns
Assistant City Attorney