

2015

Fire and Emergency Medical Services Study City of Black Diamond Ad Hoc Committee Report



Black Diamond/Mountain View
Fire Ad Hoc Committee
Report and Recommendations

1/1/2015

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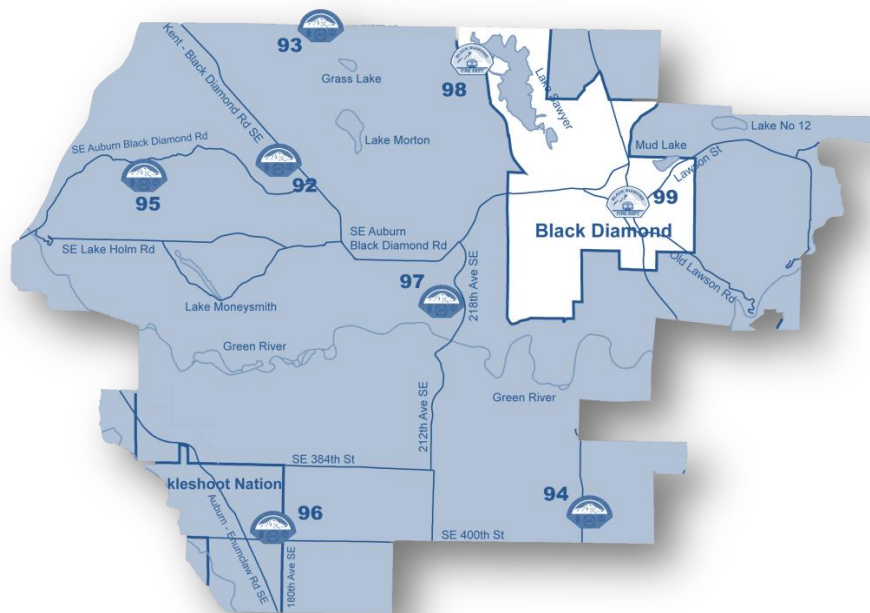
Introduction

Ad Hoc Fire Committee:

“Joint Committee of the City Council and King County Fire District No. 44 Fire Commissioners to be known as the FIRE PROTECTION JOINT AD HOC COMMITTEE and to be composed of two members of the City Council, nominated and appointed by the City Council, and two members of the Fire District Board of Fire Commissioners, nominated and appointed by the Board of Fire Commissioners. To explore and study the viability, sustainability, and financial impact of various long-term fire protection models to provide fire protection and emergency medical services within the City, including, but not be limited to, the annexation of the City to the District”¹

The Black Diamond/Mountain View joint Ad Hoc Committee met for the first time on September 3, 2013. The Ad Hoc Committee held a series of (17-18 we are at 15 as of 12/4) meetings over a period of (17 months if we finalize in February). Each of these meetings was open to the public and agendas published in advance on the City Web Page Calendar.

This document summarizes the information reviewed by the committee and provides recommendations based on the committees work.



¹ Black Diamond City Council Resolution No. 13-833, August 2013

Overview

In March of 2013, the Black Diamond Council elected to explore the options available to the City for the long term provision of Fire and Emergency Medical Services in the City. This exploration of options is not a commitment to change, but simply an exploration of available options.

Currently under an agreement first signed in 2006, Mountain View Fire and Rescue provides emergency services to the City operating the District and City Fire Departments as one Department.

In August of 2013, this decision for a study was formalized in Resolution 13-883 and established the Ad Hoc Committee to explore long-term Fire and Emergency Medical service models, available to the City. The Committee consists of the Black Diamond Public Safety Committee (Council members Taylor and Deady), Mountain View Fire and Rescue Board members Commissioners Farrell and Valentine-McKinney. Also serving on the Committee are Fire Chief Greg Smith and Deputy Chief Mike Barlow.

Under the current laws of Washington State, there are four primary methods of providing these emergency services, each of these are included in the study.

- Stand Alone City Operated Fire Department
- Interlocal Agreement Contract for services
- Annexation of a City into a Fire District
- Regional Fire Protection Services Authority

The Committee's scope of work is to explore and study the viability, sustainability, and financial impact of these various models to provide fire protection and emergency medical services within the City. The Committee has no authority to take any action to change the current method of protection. The committee will at the end of this study, provide to the Council recommendations related to a long term service model for the City.

Two of these methods for protection can be decided upon by the Council. The Stand Alone option and the Interlocal Agreement (as currently being utilized) do not require a vote of the citizens. Both the Annexation of the City into the District and Regional Fire Authority options would require a majority vote of the Citizens of the City.

History of Black Diamond Fire Department

- 1910 Two Hand Drawn Carts
- 1914 Two Hotels and Meat Market burn down
- 1927 Five homes on main street burn to ground, homes dynamited to stop fire spread.
- **1943 Fire District 17 formed** (86 votes for 0 against) serves City.
- 1950 Fire Station 99 constructed (three story lodge at Lake Sawyer Resort burns to ground, area petitions to join Fire District 17.
- **1959 City Incorporated** (Fire District 17 and City Agreement for fire protection)²
- 1964 further growth of Fire District 17 adds to the size of the Fire District.
- 1989 Fire District 17 builds Station 98 (Lake Sawyer)
- **2000 City Annexes Lake Sawyer and assumes control of the fire department, as per the ILA with District 17.** City/Dist. agreement continues.³
- **2006 City signs agreement with Mountain View Fire Rescue (Fire District 44)**
- **2008 Fire District 17 Merged into Mountain View**

Black Diamond was incorporated as a City in 1959, from this date until the year 2000, the City's fire service was provided by Fire District 17 through means of an agreement. Prior to incorporation, Black Diamond was part of Fire District 17 as formed in 1943. In 2000, the City annexed Lake Sawyer. Under the agreement with District 17, the entity with the largest assessed value would "control" the Fire Department. When Lake Sawyer was annexed into the City, the City took control of the Fire Department and provided service to the District. Due to State laws at this time, the annexation of Lake Sawyer required that the Fire District turn over all assets to the City. These assets were Fire Station 98, Fire Station 99 and all of the emergency vehicles and equipment. The City continues to own these assets today.

Time Line of Fire Services in City of Black Diamond

1943-1959	Part of Fire District 17	16 Years
1959 (Incorporation - 2000	Contract services from 17	41 Years
2000-2005	City Operated Fire Dept.	5 Years
2006-2015	Contract with Dist. 44	8 Years

² When the City Incorporated, the City and the District (17) became two separate entities.

³ Upon annexation of Lake Sawyer into the City, the City became the entity with the largest property assessed valuation.

Current Level of Service (Standard of Cover)

Standards of coverage (SOC) are an integral part of strategic planning for fire protection. They are the allocation and distribution of resources to meet the goals and objectives of a community's master fire protection plan.

The SOC process is not just about the number of fire stations and firefighters, the SOC supports community and firefighter safety by identifying the number of personnel, that should arrive at each risk type (incident) to safely and effectively accomplish the community's objectives. The NFPA (National Fire Protection Association) has two performance standards for fire departments:

NFPA 1710 for predominantly career departments and NFPA 1720 for predominantly volunteer departments. The NFPA 1710 standard, among other things, identifies a target response time performance objective for career fire departments and a target staffing standard for structure fires.

NFPA 1720 applies to volunteers who typically are not on-duty in stations and instead respond to page-out from home, work, or elsewhere. NFPA 1720 provides staffing and time benchmarks for volunteer response based on zone type and population. Although the NFPA standards are not legal mandates (unless adopted by reference in code), they provide useful benchmarks against which to measure fire agency performance. They are also used by investigative agencies providing after-action reports.⁴

The Ad Hoc Committee determined that under current conditions NFPA 1720 should be the standard that the City of Black Diamond looks to and applies today, while acknowledging the change that will be required by imminent growth.

NFPA 1720 Section 4.3 Staffing and Deployment.

4.3.1 The fire department shall identify minimum staffing requirements to ensure that a sufficient number of members are available to operate safely and effectively.

4.3.2 Table 4.3.2 shall be used by the AHJ(Authority Having Jurisdiction) to determine staffing and response time objectives for structural firefighting, based on a low-hazard occupancy such as a 2000 ft²

⁴ There are State Laws such as Chapter 296-305 WAC SAFETY STANDARDS FOR FIREFIGHTERS that do apply

(186 m2), two-story, single-family home without basement and exposures and the percentage accomplishment of those objectives for reporting purposes as required in 4.4.2.

Demand Zone ^a	Demographics	Minimum Staff to Respond ^b	Response Time (minutes) ^c	Meets Objective (%)
Urban area	>1000 people/mi ²	15	9	90
Suburban area	500–1000 people/mi²	10	10	80
Rural area	<500 people/mi ²	6	14	80
Remote area	Travel distance ≥ 8 mi	4	Directly dependent on travel distance	90
Special risks	Determined by AHJ	Determined by AHJ based on risk	Determined by AHJ	90

CHART A

- *Remote Area.* A geographic area that requires a travel distance of at least 8 miles from a fire station to provide emergency services.
- *Rural Area.* As defined by the U.S. Census Bureau, an area with fewer than 500 people per square mile.
- *Suburban Area.* As defined by the U.S. Census Bureau, an area with between 500 people and 1000 people per square mile.
- *Urban Area.* As defined by the U.S. Census Bureau, an area with at least 1000 people per square mile.

- ***The City of Black Diamond has a population of about 4,200 and encompasses approximately six (6) square miles; this equals a population density of about 700 persons per square mile. This would place the City in the “Suburban” classification***

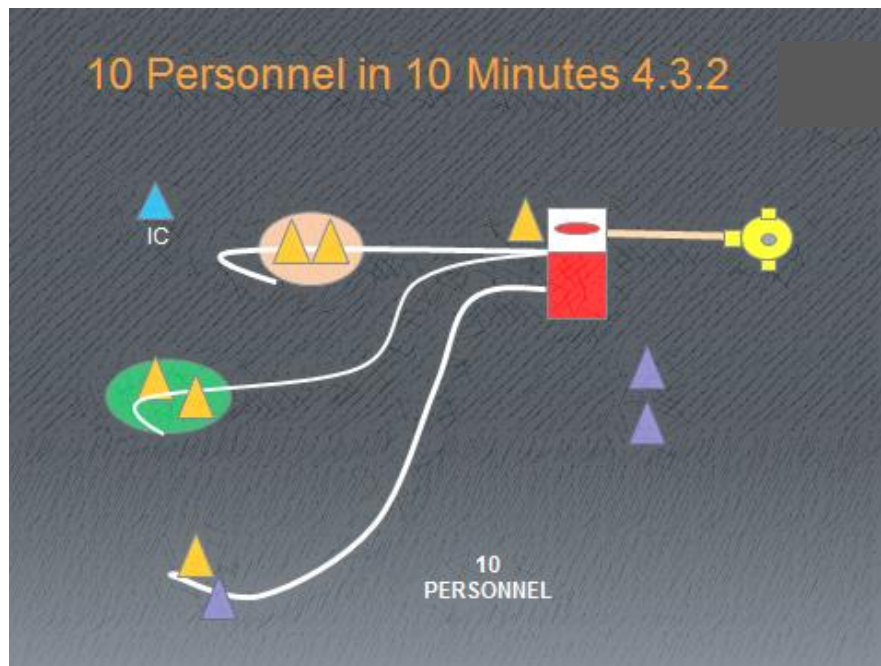
Section 4.7 Sustained Fire-Fighting Operations NFPA 1720: STANDARD FOR THE ORGANIZATION AND DEPLOYMENT OF FIRE SUPPRESSION OPERATIONS, EMERGENCY MEDICAL OPERATIONS AND SPECIAL OPERATIONS TO THE PUBLIC BY FIRE DEPARTMENTS)

4.7.1 *‘The fire department shall have the capability for sustained operations, including fire suppression; engagement in search and rescue, forcible entry, ventilation, and preservation of property; accountability for personnel; the deployment of a dedicated rapid intervention crew (RIC); and provision of support activities for those situations that are beyond the capability of the initial attack.’*

4.7.2 *‘The capability to sustain operations shall include sufficient personnel, equipment, and resources to efficiently, effectively, and safely conduct the appropriate operations.’*

4.7.3 *‘The fire department shall be permitted to use established automatic aid or mutual aid agreements to comply with the requirements of Section 4.7.’*

The Staffing and Deployment for “Suburban Areas” requires that a minimum of 10 Firefighters arrive at a “low hazard occupancy” (typical 2,000 square foot residential home), in no less than 10 Minutes.



Incident Commander, Driver/Engineer, 3 hose teams including a RIC team (2 in 2 out rule) and two personnel for ventilation or other required operations.

NOTE THAT NO INTERIOR BUILDING OPERATIONS CAN COMMENCE UNTIL THERE ARE TWO PERSONNEL TO MAKE ENTRY AND TWO PERSONNEL DEDICATED TO RIC TEAM. "2 IN-2 OUT RULE" WAC 296-305-05002 WASHINGTON ADMINISTRATIVE CODE FIRE SUPPRESSION "2-IN/2 OUT"

Currently, based on minimum "day time staffing" (0600 – 1800) to achieve this "Standard of Cover", the following Stations and Engines must be deployed and arrive at a structure fire in the City of Black Diamond in no less than 10 minutes.⁵

Fire Station 98, Engine 98	(Crew of 2)
Fire Station 92, Engine 92	(Crew of 2)
Fire Station 96, Engine 96	(Crew of 2)
Chief Officer	(District Chief)
Safety Officer	(District Safety officer)
Maple Valley Fire, one engine (Crew of 2)	

⁵ The Response times for Engine 92, Engine 96, Chief Officers, Safety Officer and Maple Valley Fire or other mutual aid sources would depend on the location of the incident.

(Depending on the nature and size of the Fire, additional mutual aid units could be required Example: Kent Fire and/or Enumclaw Fire)



Fire Station 99 is not staffed.

Mountain View Fire units provide for additional coverage “automatically” as if the City and Mountain View were “one” department, without the need for calling “mutual aid”. Engine companies from Mountain View provide coverage for Station 98 concurrent calls and/or for those incidents requiring additional resources, automatically.

A Mountain View, Career Captain in on duty 24 hours a day and manages all of the Fire Department resources, deploying them as required.

City of Black Diamond

Comprehensive Plan (COMP PLAN 2012)

SECTION 8.7

Fire and Emergency Medical Services



8.7. Fire and Emergency Medical Services

8.7.1. Fire and Emergency Medical Service Concept, Objective, and Policies

Fire and Emergency Medical Services Concept

As the City grows over the next 20 years, additional fire stations, equipment and personnel will be required to maintain adequate fire and emergency medical services. Additional water system improvements will also be needed to maintain adequate fire flow (i.e., water for fire protection).

Fire and Emergency Medical Services Objectives and Policies

- Policy CF-17: The City's level of service for determining the need for fire and emergency medical capital facilities and equipment will consider relevant factors such as response time, call loads, growth of population and non-residential structures, geographical area, topographic and manmade barriers, and standards of the National Fire Protection Association.
- Policy CF-18: The City will take reasonable action to ensure that there is a fire station within 1.5 miles radius or 6 minutes travel time on paved roads from developed properties in the City. The City's current station 99 will not be considered when determining compliance with this policy.
- Policy CF-19: The will implement impact fees for fire and emergency medical capital facilities and equipment. Policy CF-21: Replace Station 99 and Engine 99.
- Policy CF-20: The City will develop a staffing and equipment plan that provides fire, rescue, and emergency medical services for the City as it grows.

8.7.2. Inventory

The City owns two fire stations, three fire engines, one brush truck, one aid car, and two staff vehicles. Station 98 is located on SE 296th Street, near Lake Sawyer. It is staff half-time. Station 99 is located in the City Center, and it is not staffed. Several of the fire apparatus are older models that do not meet current standards.

The City contracts with Mountain View Fire and Rescue, King County Fire Protection District 44 to provide fire protection, fire prevention, rescue, emergency

medical services, and other services that protect life or property. The current contract between the City and the District is the 2006 inter-local agreement (ILA).

Mountain View Fire and Rescue is a combination department, consisting of both career and volunteer personnel, and has 28 career staff and approximately 100 volunteers, 23 of which are assigned to the City. The District services a combined area of approximately 70 square miles encompassing an estimated population of 27,000. Approximately 4,200 of those people live in the City.

The district operates out of eight stations, including the two located in the City.

District equipment includes 12 structure fire apparatus, including three water tenders (2,000 gallons each), three brush trucks, one medium rescue vehicle, one light rescue vehicle, five aid vehicles, a special operations support vehicle, a 14-person transport van, various four-wheel drive command vehicles, and a training/safety officer vehicle.

Pursuant to the April 2006 ILA between the City and District 44, one career lieutenant and one career firefighter/EMT are on duty at the Lake Sawyer station between 0600 hours and 1800 hours each day. Staffing at night is provided by two volunteer firefighters/EMTs. Station 99 is staffed only by volunteers responding from home. The staff assigned in the City is supported by a cadre of volunteers and career staff assigned throughout the District. Nighttime coverage, between 1800 hours and 0600 hours, is augmented by volunteer staff at Station 92, Station 93 on SE Covington Sawyer Road, Station 97 on Green Valley Road, and Station 94 near Krain Corner. Additionally, Station 92 has a staff of two career firefighters on duty 24 hours each day.

Advanced Life Support (ALS) services are provided by King County Medic One. ALS services are funded separately through a countywide property tax assessment of \$0.30 per \$1,000 valuation.

8.7.3. Level of Service

As described in Policy CT-17, the City's level of service for determining the need for fire and emergency medical capital facilities and equipment is based on a variety of relevant factors such as response time, call loads, growth of population and non-residential structures, geographical area, topographic and manmade barriers, and standards of the National Fire Protection Association. This approach to a level of service uses analyses of all these variables rather than a single formula to determine the number and location of fire stations and apparatus.

8.7.4. Future Needs

Black Diamond is expected to grow from its current population of 4,200 to approximately 19,200, so a survey was conducted of Washington cities with populations between 15,000 and 25,000. Eleven cities responded (Aberdeen, Anacortes, Arlington, Bainbridge Island, Camas, Mercer Island, Moses Lake, Mukilteo, Port Angeles) and they average 2.3 fire stations and 7.4 on-duty firefighters.

Emergency calls per dwelling and per square foot of non-residential space can be used to forecast future call loads. The average emergency calls per year in two comparable fire protections providers (North Whatcom Fire & Rescue, Eastside Fire & Rescue) is 0.116 calls per dwelling unit and 0.1489 calls per 1,000 square feet of non-residential space. Applying these call rates to the 6,050 new dwellings and 1,165,000 square feet of non-residential space in the proposed MPDs would predict 875 emergency calls per year. Adding these calls to the current 170 calls per year produces a total of 1,045 calls per year. If future fire stations handle double the current call load of Station 98, Black Diamond would need a total of 3.1 stations when the MPDs are built out.

The standards of the NFPA indicate the number of firefighters to respond to a structure fire. Specific response standards vary according to the type of emergency, the type of fire protection agency, and the density of development. It is assumed that approximately 12 firefighters are needed to respond to a fire emergency in Black Diamond. Typical fire station staffing in communities like Black Diamond is 4 members per station. This NFPA standard indicates a need for 3 fire stations for Black Diamond when fully developed.

As noted above, Black Diamond is expected to grow from its current population of 4,200 to approximately 19,200. The growth of 15,000 people is 3.58 times the current population. If the City's current half-time staffed station is considered the equivalent of 0.5 stations, then 3.58 times 0.5 indicates that the future needs for population (excluding commercial development) is at least 1.8 stations.

The preceding analysis of the need for fire stations (with apparatus) in Black Diamond can be summarized as follows:

<u>Basis of Need</u>	<u>Stations Needed</u>
Comparable cities	2.3
Emergency call load	3.1
NFPA response standards	3.0
Population growth	1.8
Average	2.5

As noted above, Black Diamond currently has the equivalent of 0.5 staffed fire stations, therefore new development in Black Diamond creates the need for two additional fire stations (with apparatus)[2.5 total – 0.5 current = 2.0 additional]

Specific capital improvement projects for fire stations and apparatus are listed in the tables at the end of this Capital Facilities Element.

Recommended level of service (Standard of Cover) TODAY and TOMORROW

The Ad Hoc Committee recommends that the ***NFPA 1720 Section 4.3 Staffing and Deployment***⁶, be utilized as the bench mark to establish the Standard of Cover for the City of Black Diamond

The Black Diamond members of the committee (Council Members/Public Safety Committee), further recommended that the Committee should also use as a bench mark, a Standard of Coverage for today (based on local, state and national standards and recommendations) that increases the staffing level in Black Diamond to a higher level than it currently is.

This staffing level would be six (6) firefighter/EMTs on duty, three at Station 98 and three at “functional” Station 99. This configuration will be utilized for Financial Analysis, particularly during the study of a “City” stand alone Fire Department.

The Financial Analysis studies will include “**Suburban**” **Standard of Coverage** (Today) and an “**Urban**” **Standard of Coverage**” (Tomorrow) required due to growth in population.

These Standards of Coverage based on nationally recognized benchmarks were utilized by the Committee to study all four methods that are available to the City for the providing of Fire and Emergency Medical Services.⁷

⁶ See - Page 6 CHART A

⁷ See - The Study (Options for provision of fire and emergency medical services) Page 16

The Study (Options for provision of fire and emergency medical services)

Fire Protection Models for Cities

CURRENT AND AVAILABLE FIRE SERVICE MODELS RECOGNIZED BY WASHINGTON STATE LAW.

There actually is not a specific statute that provides that cities must provide fire protection services. However, as a practical matter, a city must provide some measure of fire protection. There are four possible methods to provide this fire protection. The first is through a city's own department with its own personnel, facilities and equipment. A second method is to contract with another city or a fire protection district for fire protection services. A third method is to annex directly to a fire protection district and a fourth is to establish a regional fire protection authority.

For unincorporated areas, fire protection is provided by special districts and/or through interlocal and mutual aid agreements.

1. City provides Fire Services (City Department)

- **Personnel**
- **Equipment**
- **Facilities**
- **Capital Investments and monetary reserves**
- **City Collects funding**

2. Chapter 39.34 RCW

- **INTERLOCAL COOPERATION ACT**
- **INTER LOCAL AGREEMENT (CONTRACT FOR SERVICES)**
- **Personnel, Equipment and Facilities as per agreement.**
- **City collects funding and provides funding per agreement.**
- ***Current method of service***

3. Title 52 RCW

FIRE PROTECTION DISTRICT

Fire Protection District Provides

- ***Personnel***
- ***Equipment***
- ***Facilities***
- ***Collects operating funds (Contracts / Property Taxes / Other)***
- ***City remains in Fire District upon incorporation or annexes into Fire District at a later date.***
-

4. Chapter 52.26 RCW

- **REGIONAL FIRE PROTECTION SERVICE AUTHORITIES**
- ***Regional fire protection service authority" or "authority" means a municipal corporation, an independent taxing authority within the meaning of Article VII, section 1 of the state Constitution, and a taxing district within the meaning of Article VII, section 2 of the state Constitution, whose boundaries are coextensive with two or more adjacent fire protection jurisdictions and that has been created by a vote of the people under this chapter to implement a regional fire protection service authority plan.***
- ***NEW LAYER OF GOVERNMENT***
- ***Funded as agreed to or as required by vote of public***

City provides Fire Services (City Department) Option 1

“Black Diamond Fire Department”

Black Diamond organized its “own” Fire Department for about 5.5 years between the years of 2000 and 2006. Prior to the annexation of Lake Sawyer (2000), Fire District 17 provided services to the City under contract. The contractual agreement stipulated whichever party had the largest assessed value, would “operate” the Fire Department. When Lake Sawyer was annexed, the City became the largest assessed value.

In June of 2005, the fire chief for Black Diamond resigned and an interim fire chief (Steve Marstrom) was hired. Chief Marstrom conducted a “fire services options study” as requested by the City and in 2006, an Interlocal Agreement between Fire District 44 and the City of Black Diamond for the provision of emergency services was signed.

In a “City Fire Department” all employees would be City Employees. The Fire Chief would work directly for and be an employee of the City. All administrative requirements would be the responsibility of the City. Any “outside” assistance from any fire department (including Mountain View) would be based on “mutual aid”.

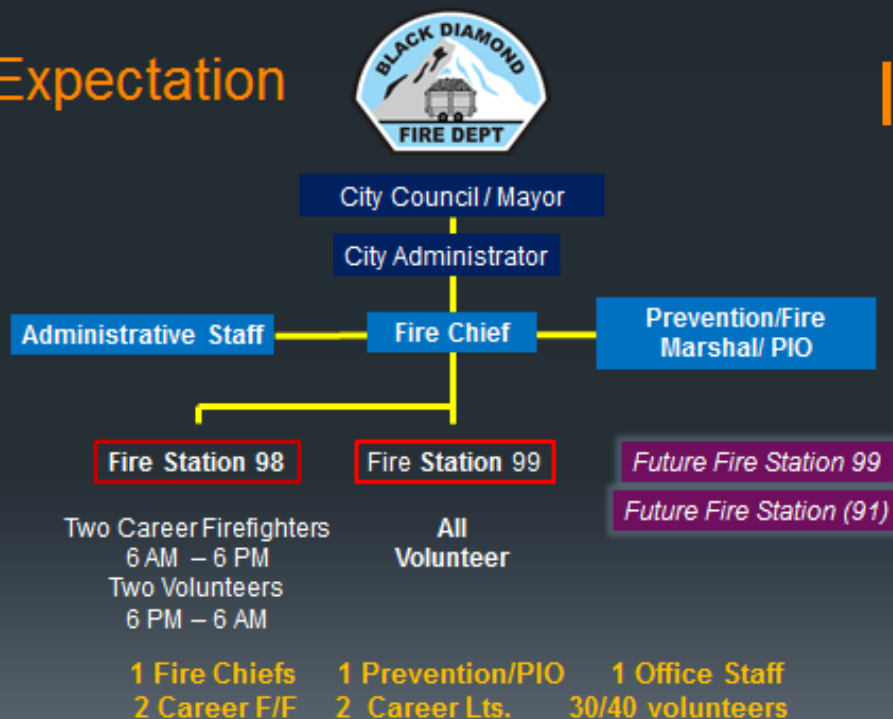
Assumptions:

- The current level of service would apply (at start-up)
- Administrative staff would be at least the same size as in 2005 with the exception that the Fire Chief would be full time.
- The City would continue to operate two fire stations utilizing a combination department (career and volunteer)
- Wages for fire department employees would be about the same as comparison departments and current City wages scales.
- No new or additional services would be provided. No additional career firefighter staffing would be implemented at start-up.

Assumption



Expectation



PERSONNEL

- **ONE** (full time) *FIRE CHIEF*
- **ONE** *ADMINISTRATIVE SUPPORT SECRETARY*
- **ONE** *POSITION PREVENTION/PUBLIC INFORMATION (FIRE MARSHAL)*
- **Four** *Career firefighters (2 firefighters/2 Lieutenants)*
- **30/40** *Volunteer firefighters* required

Additional operating and overhead costs

- Casualty Insurance
- Dispatch Costs (Valleycom)
- Vehicle, Facilities and Equipment Maintenance and Repair
- Communications Costs
- Utilities
- IT Costs
- PPE
- Training

NOTE: *Capital costs were not included in this study. Facilities, Vehicles, Equipment.*

This Cost Study was conducted in 2013. These expenditures increased in 2014 and 2015

The substantial capital costs currently needed to be addressed in the City of Black Diamond (Fire Station 99 and Multiple Fire Apparatus) was recognized by the Committee, but not thoroughly studied during this process.

2013 COST ANALYSIS

	Salary	Medical/Dental	Ssec	LEOFF/PERS	L&I	Wages & Benefits	Positions	Costs
Fire Chief	\$ 120,000.00	\$ 22,510.00	\$ 9,174.00	\$ 6,288.00	\$ 500.00	\$ 158,472.00	1	\$ 158,472
Lieutenant	\$ 97,154.86	\$ 22,510.00	\$ 7,427.49	\$ 5,090.91	\$ 2,963.00	\$ 135,146.26	2	\$ 270,293
Firefighter	\$ 84,923.62	\$ 22,510.00	\$ 6,492.41	\$ 4,450.00	\$ 2,963.00	\$ 121,339.03	2	\$ 242,678
Secretary	\$ 42,000.00	\$ 22,510.00	\$ 3,210.90	\$ 2,973.60	\$ 500.00	\$ 71,194.50	1	\$ 71,195
Prevention/PIO/Fire Marshal	\$ 65,000.00	\$ 22,510.00	\$ 4,969.25	\$ 3,406.00	\$ 500.00	\$ 96,385.25	1	\$ 96,385
								\$ 839,022
Volunteer Costs	Stipend							
Resident Stipend (\$30/person/night)	\$10,950						2	\$ 21,900
Drill reimbursement								\$ 15,600
Building Operations								\$ 47,545
Building Maintenance								\$ 3,000
Vehicle Maintenance								\$ 28,000
Casualty Insurance								\$ 12,000
Dispatch	\$ 37.48						325	\$ 12,181
Fire Investigation	\$ 2,649.00						1	\$ 2,649
Training	\$ 12,000.00							\$ 12,000
								\$ 993,897
(99 staffing mirror current 98 staffing Model)								\$ 512,971
Resident Stipend (\$30/person/night)	\$10,950						2	\$ 21,900
								\$ 1,528,768

Estimated Cost, Stand Alone Department

- \$993,897 for the first year of operation **not to include start-up costs.**
- To staff a new Fire Station 99 with this same staffing model, staffing both 98 and 99 with the same model career personnel (12 hours each day) volunteers (12 hours) and/or to increase staffing to recommended level the approximate cost would be:
- \$ 1,528,768.00 for the first year of operation, not to include start-up costs

The actual Cost for services for Fire and Emergency Medical Services Black Diamond Budget⁸

2013 (Actual)	2014 (Actual)	2015 (Actual)
\$ 448,264.00	\$ 474,711.00	\$ 483,526.00

Includes Contract Cost and other City Costs in Budget for Fire Services

The Estimated Cost for Black Diamond Stand Alone Fire Department 2013-2015

	2013 stand alone	2014 stand alone	2015 stand alone
Staff Station 98	\$ 993,897	\$ 1,052,536	\$ 1,072,113
Staff Station 98 and 99	\$1,528,768	\$ 1,618,965	\$ 1,720,006

Levy Rates (Dollars per 1,000 Assessed Valuation Property Tax)⁹

2013 (Actual)	2014 (Actual)	2015 (Actual)
\$.90 for fire	\$.88 for fire	\$.80 for fire
2013 stand alone	2014 stand alone	2015 stand alone
\$ 1.99 for fire stand alone	\$ 1.93 for fire stand alone	\$ 1.85 for fire stand alone
\$ 3.06 total city rate actual	\$ 2.61 total city rate actual	\$ 2.42 total city rate actual

⁸ SEE PAGE 24, City of Black Diamond Fire Department Budget (from 2015 City Budget)

⁹ BD Assessed Value **2013** = 499,048,433 **2014**= 544,328,571 **2015**= 601,717,756 SEE APPENDIX F "Personal Property Tax"

Interlocal Agreement (ILA) (Contract for Services) Option 2

Fire/Emergency Medical/Prevention

39.34 RCW Interlocal Cooperation Act

“It is the purpose of this chapter to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform.”

Intergovernmental cooperation among Washington’s cities, towns, and fire districts takes many forms.

There are joint operating agreements sometimes referred to as functional consolidations or mergers where several agencies form a joint operating agency with a separate governing board through interlocal contracts; or a joint operating agreement where two jurisdictions may jointly provide fire services; or, more simply, an interlocal service contract where one jurisdiction may provide fire services to another.¹⁰

Currently, the City’s Fire and Emergency Medical Services are provided through an ILA with Mountain View Fire and Rescue. The current ILA is an addendum, amended in 2008 when Fire District 17 merged into Mountain View.¹¹

Throughout the fifty-six year history of the City of Black Diamond, fifty-one years of the Fire Service in the City has been provided through an ILA with a Fire District (Fire District 17 and Mountain View).

¹⁰ See Appendix A Examples of agreements for Fire Protection in King County

¹¹ 2nd Addendum to the ILA between BD and MV Fire , November 2008 SEE APPENDIX B

Cost for Services Interlocal Agreement:

The actual Cost for services for Fire and Emergency Medical Services (City of Black Diamond Budget) 2013 – 2015

2013	2014	2015
\$ 448,264.00	\$ 474,711.00	\$ 483,526.00

2015 Adopted Black Diamond Budget

Fire Department

The City of Black Diamond contracts with Mountain View/Black Diamond Fire Department, King County Fire District No. 44, for fire services. The department's responsibilities include providing a minimum of two personnel on duty 24 hours a day, seven days a week in Black Diamond and providing rescue, fire suppression, fire prevention, fire marshal services, emergency medical services, disaster services, hazardous materials response, dispatch services, administrative services and public education activities to citizens. Fire investigation services are contracted through the King County Sheriff's Department. The percent increase in the 2014 budget recognizes the cost of services agreed to in the 2008 Interlocal Agreement between the City and Fire District.

City of Black Diamond - City Clerk							
2015 Budget							
Fire (530)	Budget 2013	Actual 2013	Budget 2014	Actual thru August 2014	Budget Request 2015	Budget Increase/ (Decrease) \$	Budget Increase/ (Decrease) %
Fire Dist 44 Prof Svcs ¹	455,569	442,300	469,236	224,956	478,621	9,385	2%
PR Svcs KC Fire Investigation ²	1,503	3,620	2,800	0	2,000	-800	-29%
Other Operating Costs ³	1,657	2,344	2,675	1,633	2,905	230	9%
Fire Total	458,729	448,264	474,711	226,589	483,526	8,815	2%
¹ Fire District contract 2% increase due to CPI.							
² King County Fire Investigation.							
³ King County Property tax \$1200, City utilities at old Station 99.							

Prior to Contracting for services, the Black Diamond Budget for Fire Department was:

2003	2004	2005
\$ 620,026.00	\$ 601,907	\$ 653,629

NOTE: 29,000.00 of Budget were for Fire Apparatus payment each year.

Mountain View and Fire District 17, Black Diamond has a long history of working together. Black Diamond Fire Department utilized Mountain View's radio system for many years. Prior to the annexation of Lake Sawyer, the Districts (44/17) were working towards consolidation. Fire District 44 provided Black Diamond with the station numbers 98 and 99 when they transferred to ValleyCom from SouthCom (federal Way Fire) for dispatch services. District 44 and 17 entered into a joint casualty and liability insurance program and incorporated firefighter training under one program.

Fire District 44 conveyed a letter to the City of Black Diamond, suggesting that we work cooperatively related to Fire Services, when the annexation of Lake Sawyer took place. The City advised the District that they would be "going their own way", and all joint operations and training were terminated.

The City operated the Fire Department and hired a number of Fire Chiefs, in 2005; the City hired an "interim" fire chief and prepared to seek applicants for a "new" Fire Chief. During this same time period, it was identified that Black Diamond Fire Department was having difficulty responding to 911 incidents, Mountain View and Maple Valley Fire were responding to many incidents in the Black Diamond area when no Black Diamond Fire units responded. This occurred so routinely that Maple Valley Fire sent a letter to Black Diamond, advising that Maple Valley would start "charging" for responses into the Black Diamond area.

The interim Fire Chief was charged with providing the City Council with options for Fire Service and eventually leading to the contract for services with Mountain View Fire and Rescue.

Fire Station 98 has been staffed with a minimum of two firefighter/EMTs, 24 hours a day, 365 days a week and has never failed to respond to a 911 incident since the ILA between the City and Mountain View has been in effect.

Black Diamond Insurance Rating (Washington Survey and Rating Bureau)

In October of 2010, the Washington Survey and Rating Bureau (WSRB) evaluated the fire protection capabilities, as they relate to fire insurance rating, in the City of Black Diamond. The WSRB worked in conjunction with Fire Chief Smith and Deputy Chief Barlow for several days, including a visit and inspection of each of the Fire Stations.

As a result of the improvements that have occurred in the City level of protection, occurring as a result of the ILA with Mountain View, the Protection Classification (PC) for the City of Black Diamond was improved from a Protection Class 6 to Protection Class 4.

The Classification is utilized to develop fire insurance rates (premium cost). This improvement in classification should reduce fire insurance premiums in the City, especially for commercial buildings.

Other aspects such as proximity to a fire hydrant and fire stations are also taken into consideration. The current ILA for fire and emergency medical services, along with the planned improvements in the City, will likely result in future improvements (reduction) in the Protection Classification (PC) lowering premium costs to the citizen.

Annexation into Fire District *OPTION 3*

RCW 52.04.061

RCW 52.04.061

“A city or town lying adjacent to a fire protection district may be annexed to such district if at the time of the initiation of annexation the population of the city or town is 300,000 or less. The legislative authority of the city or town may initiate annexation by the adoption of an ordinance stating an intent to join the fire protection district and finding that the public interest will be served thereby. If the board of fire commissioners of the fire protection district shall concur in the annexation, notification thereof shall be transmitted to the legislative authority or authorities of the counties in which the city or town and the district are situated.”

“The election on the annexation of the city, as set forth in RCW 52.04.061(2), or town into the fire protection district shall be conducted by the auditor of the county or counties in which the city, as set forth in RCW 52.04.061(2), or town and the fire protection district are located in accordance with the general election laws of the state. The results thereof shall be canvassed by the canvassing board of the county or counties. No person is entitled to vote at the election unless he or she is a qualified elector in the city, partial city as set forth in RCW 52.04.061(2), or town or unless he or she is a qualified elector within the boundaries of the fire protection district.

If a majority of the persons voting on the proposition in the city, partial city as set forth in RCW 52.04.061(2), or town and a majority of the persons voting on the proposition in the fire protection district vote in favor thereof, the city, partial city as set forth in RCW 52.04.061(2), or town shall be annexed and shall be a part of the fire protection district.”

Newly incorporated Cities are deemed incorporated into the existing fire district, unless the city or town council adopts a resolution during the interim transition period precluding the annexation of the newly incorporated city or town by the fire protection district.

Both Maple Valley and Covington remained in the Fire District when they were incorporated. Within the last two years, both the Cities of Enumclaw and Milton each voted to annex into Fire Districts.

KEY RCWs Cities annexed into or part of Fire Districts

RCW 52.04.081

Annexation of adjacent city, partial city, or town — Annual tax levies — Limitations.

The annual tax levies authorized by chapter 52.16 RCW shall be imposed throughout the fire protection district, including any city, partial city as set forth in RCW 52.04.061(2), or town annexed thereto. Any city, partial city as set forth in RCW 52.04.061(2), or town annexed to a fire protection district is entitled to levy up to **three dollars and sixty cents per thousand dollars** of assessed valuation less any regular levy made by the fire protection district or by a library district under RCW 27.12.390 in the incorporated area: PROVIDED, That the limitations upon regular property taxes imposed by chapter 84.55 RCW apply.

***I.E.:** All areas (Property) in a Fire District shall have the same rate of tax imposed, including properties that are located in a City that is part of or annexed into a Fire District. This relates to the MILL RATE that is collected by a Fire District. All Fire District Regular Tax Levies, shall be the same in all areas of the District.*

DEFINITION OF 'MILL RATE'

The amount of tax payable per dollar of the assessed value of a property. The mill rate is based on "mills"; as each mill is one-thousandth of a currency unit; one mill is equivalent to one-tenth of a cent or \$0.001. Property tax in dollar terms is calculated by multiplying the assessed property value and the mill rate and dividing by 1,000.

RCW 52.04.091

Additional territory annexed by city to be part of district.

When any city, code city, partial city as set forth in RCW 52.04.061(2), or town is annexed to a fire protection district under RCW 52.04.061 and 52.04.071, thereafter, any territory annexed by the city shall also be annexed and be a part of the fire protection district.

***I.E.:** Any area annexed into a City that is part of a Fire District, becomes part of the Fire District upon annexation into the City. Any area that is annexed into a city would consequentially become part of the Fire District. Most all areas surrounding the City are now part of Mountain View.¹²*

¹² See Appendix E Service Area Map

RCW 52.04.171

Annexation of property subject to excess levy — Repayment of voter-approved indebtedness.

All property located within the boundaries of a city, partial city as set forth in RCW 52.04.061(2), or town annexing into a fire protection district, which property is subject to an excess levy by the city or town for the repayment of voter-approved indebtedness for fire protection related capital improvements incurred prior to the effective date of the annexation is exempt from voter-approved excess property taxes levied by the annexing fire protection district for the repayment of indebtedness issued prior to the effective date of the annexation.

I.E. Properties in a city are EXEMPT from voter-approved excess property taxes levied by the Fire Protection District **IF** the indebtedness was issued prior to the effective date of the annexation. Property owners in a City would not pay for any excess levy that is in place in the fire district, if the excess levy(s) were in place, **prior** to the annexation of a city into a fire district.

The RCWs speak to “transfer of fire department employees” should a City annex into a Fire District. Black Diamond currently has no Fire Department or Fire Department employees, these RCWs would not apply.

FISCAL IMPACTS TO CITY AND DISTRICT: Annexation of City into Fire District

The Washington State Constitution limits the amount of property tax that can be collected to \$ 10.00 per \$ 1,000.00 Value (1% Limit). This amount can only be increased by direct vote of the citizens (excess and special levies).

The one percent maximum rate for regular property taxes is limited further by a complex series of statutes. The \$10 limit is broken down as follows:¹³

State	\$ 3.60	State Funding
Local and Districts	\$ 5.90	Counties, Cities, Roads, Schools, Fire, Water, Parks etc. The City Tax are part of this 5.90 available.
Other	\$.50	Available to six additional purposes

Cities can collect a Maximum of \$ 3.60 per 1,000 Assess Value in property tax.¹⁴

*A property assessed at \$ 280,000. / 1,000 = 280 * 3.60 = \$ 1,008.00 in property tax.*

Fire Districts collect a Maximum of \$ 1.50 per 1,000 Assess Value in property tax.

*A property assessed at \$ 280,000 / 1,000 = 280 * 1.50 = \$ 420.00 in property tax.*

Library Districts can collect a Maximum of \$.50 per 1,000 Assess Value in property tax.

*A property assessed at \$ 280,000 / 1,000 = 280 * .50 = \$ 140.00 in property tax.*

Cities that are part of a “Library District” (Black Diamond is part of King County Library District) have a reduced Maximum Levy Rate of \$ 3.10 (3.60 less the library levy of .50).

Cities that are part of a “Fire District” have a reduced Maximum Levy Rate of \$ 1.60 (3.60 - .50 library less the Fire District levy of 1.50).

¹³ Legislative Guide to Washington State Property Taxes 2014, Washington State Senate

¹⁴ This 3.60 is part of the 5.90 available for Cities and other local taxing districts.

WHAT IF City of Black Diamond Annexed into a Fire District today?

The levy rate for the City of Black Diamond (2015) is **\$ 2.42¹⁵**

King County Library District levy rate (2015) **.45** (.50 impact to City regardless of actual levy rate)

Fire District levy rate (maximum) **1.50**

Current Cost to City for Fire Department Services (2015 total) **\$ 481,526.00¹⁶**

In this scenario, the maximum Levy Rate for the City (if part of Library and Fire District) would be **\$ 1.60**. (3.60 – 1.50 - .50)

The Stated Assessed Value of Black Diamond for 2015 = **\$ 601,717,756**

The Total Levy in Black Diamond at 2.42 levy rate = **\$ 1, 456,831 in property tax**

The Levy Rate distribution for Fire Protection = **\$.80 per 1,000 AV (about)**

(601,717 * .80 = **(481,373)** 2015 Fire Department Budget) (The actual is about .8002)

CURRENT MIL RATE FOR FIRE = .80 PER 1,000 (at 2015 City Fire Budget funding)

(ACTUAL WITH COUNTY BLS FUNDS = .72 Black Diamond receives \$ 70,125.00 from King County EMS, these funds go towards EMS Cost of Fire)

\$ 411,248.00 Property Tax + **\$ 70,125.00** County EMS Funds = Revenue for Fire/EMS Cost (2015 = \$ 481,373)

Levy Rate = 2.42 - .80 (Towards Fire) = **\$ 1.62** Property Tax Revenue remaining for other City Services

NET TOTAL LOSS IF PART OF FIRE DISTRICT = .02 per 1, 000 AV

OR \$ 12,034.34 (in 2015 if City was currently part of fire district)

¹⁵ SEE Appendix B 2015 Preliminary Tax Work Sheet, Black Diamond

¹⁶ SEE PAGE 24

Pre-Annexation Agreements

A “Pre-Annexation Agreement” between a City and Fire District occurs due to annexations. In this case, the Annexation is related to the City annexing into a Fire District. This “Agreement” is authorized under Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

A Pre-Annexation agreement contains agreements made between the City and the District, agreed to prior to annexation of a City into a Fire District, related to terms and conditions post annexation of the City into the District.¹⁷

Several Pre-Annexation agreements associated to recent annexations of a city into a Fire District are available as examples and for review.

The basic principles, terms and conditions of a pre-annexation agreement could be drafted by the City and District (Ad Hoc Committee). The City and District legal representatives would formulate the final agreement to include the agreed to conditions and terms. Final acceptance and adoption of an agreement would be signed by both the City and Fire District.

The pre-annexation agreement is an important document. A “Draft” document would be helpful in answering many “What If” questions that the public may have. And allows both the City and District to enter into an agreement that has been vetted by all interested parties.

¹⁷ SEE APPENDIX C “Example of City/District Pre-Annexation Agreement

Chapter 52.26 RCW *OPTION 4*
REGIONAL FIRE PROTECTION SERVICE AUTHORITIES

In 2004, the Washington Fire Chiefs (WFC) led a legislative effort to provide fire districts, municipalities and tribal nations the ability to “formally” join together in the provision of fire and emergency services. This ability had formerly been available via mergers (between fire districts); annexations (by cities into fire districts, or by cities and unincorporated territory previously protected by fire districts); through interlocal agreements or contractual consolidations (between any set of entities related to specific operational items like “training”, “administrative services”, or for entire department operations); and joint powers agreements.

A new “tool”, adopted by the State Legislature in 2004, is the Regional Fire Authority (RFA). The RFA can combine fire districts to fire district; city to city; fire district to city; or any combination one can think of. Organized under Title 52 of the RCW (Revised Code of Washington), the RFA operates very similar to that of a fire district (also organized under the auspices of Title 52 RCW).

Service plan - Taxes and benefit charges

A regional fire protection service authority planning committee may, as part of a regional fire protection service authority plan, recommend the imposition of some or all of the following revenue sources, which a regional fire protection service authority may impose upon approval of the voters as provided in this chapter:

- a. Benefit charges under RCW 52.26.180 through 52.26.270;
- b. Property taxes under RCW 52.26.140 through 52.26.170 and 84.52.044 and RCW 84.09.030, 84.52.010, 84.52.052, and 84.52.069; or
- c. Both (a) and (b) of this subsection.

The authority may impose taxes and benefit charges as set forth in the regional fire protection service authority plan upon creation of the authority, or as provided for in this chapter after creation of the authority.

If the plan authorizes the authority to impose benefit charges or sixty (60) percent voter approved taxes, the plan and creation of the authority must be approved by an affirmative vote of sixty (60) percent of the voters within the boundaries of the authority voting on a ballot proposition as set forth in RCW 52.26.060. However, if the plan provides for alternative sources of revenue that become effective if the plan and creation of the authority is approved only by a majority vote, then the plan with alternative sources of revenue and creation of the authority may be approved by an affirmative vote of the majority of those voters.

If the plan does not authorize the authority to impose benefit charges or sixty (60) percent voter approved taxes, the plan and creation of the authority must be approved by an affirmative vote of the majority of the voters within the boundaries of the authority voting on a ballot proposition as set forth in RCW 52.26.060. Except as provided in this section, all other voter approval requirements under law for the levying of property taxes or the imposition of benefit charges apply. Revenues from these taxes and benefit charges may be used only to implement the plan as set forth in this chapter.

An advantage of a Fire Authority is that it has the authority to implement a “Benefit Charge”. A Benefit Charge is only available to fire districts or fire authorities. Cities do not have the ability to impose a benefit charge.

Benefit charges

The governing board of a regional fire protection service authority may by resolution, as authorized in the plan and approved by the voters, fix and impose a benefit charge on personal property and improvements to real property which are located within the authority. A benefit charge does not apply to personal property and improvements to real property owned or used by any recognized religious denomination or religious organization, or religious organization, including schools and educational facilities used for kindergarten, primary, or secondary educational purposes or for institutions of higher education and all grounds and buildings. The aggregate amount of these benefit charges in any one year may not exceed an amount equal to sixty percent of the operating budget for the year in which the benefit charge is to be collected. Benefit Charges must be re-submitted to the voters for approval every six years.

Benefit Charges are a complex funding mechanism and are were not fully studied by the Ad Hoc Committee or addressed in this study.

RCW 52.26.080 Organization and composition of governing board (RFA)

An additional layer of governance is created for an RFA .

The Valley Regional Fire Authority (Auburn, Algona, Pacific), nine-member Board of Governance is comprised of the Mayors and two City Council members from each of the participating cities.

Kent Fire Authority (Kent, Fire District 37) eight-member Board of Governance is comprised of three Kent City Council members, three District 37 Commissioners and one non-voting member each from the City of SeaTac and Covington.¹⁸

There are currently two RFAs in King County:

- Kent Fire Department Regional Fire Authority (King County) - Includes City of Kent and King County FPD No. 37 (Covington annexed) - Election held April 27, 2010 - Effective July 1, 2010. (Kent Provides services to the City of SeaTac under an ILA)
- Valley Regional Fire Authority (King County) - Cities of Algona, Auburn, and Pacific - Election in November 2006, formed in January 2007.
- Renton and Fire District 25 (ILA for many years) are in the “planning” committee process the 3rd meeting was held Nov. 20. Fire District 40 (under ILA) is not part of this process. Renton Fire provides services to both District 25 and 40 under an ILA.

¹⁸ Covington is part of Fire District 37 and SeaTac is provided service under contract with Kent RFA

Comparison study

In November of 2013, the committee addressed section 14.3 of the 2nd Addendum of the 2008 ILA.

14.3 Commencing with payment due for services in calendar year 2009, the cost of services shall be increased by the percentage increase in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bremerton area for that period from June to June of each year, commencing with the 2007-2008 cycle, as specified in the Bureau of Labor Statistics, United States Department of Labor, or its successor index. Provided, if the total amount of this increase would be less than the increase attributable to the total costs associated with increases in the cost of labor for services provided to the City, as a result of increases in a collective bargaining agreement taking effect after the effective date of this agreement, then the amount of increase shall be adjusted to take into effect this additional amount. In addition to any adjustments in the base price for services necessitated as a result of the City requesting a different level of service, or as a result of City growth, as addressed in section 14.6 below, the parties agree to meet in 2013, and each and every 5 years thereafter, to see if additional adjustments to the base rate are appropriate based upon the fair rate of compensation for such services in similarly situated service areas.

What are “Comparisons”?

When comparing Fire Departments, typically there are two primary factors that are compared:

- Population Served (<50% - >50%)¹ (How many persons are protected)
- Assessed Value and funding mechanisms (<50%->50%)² (what is the available funding for public safety)
- Other factors such as *special hazards*, *square miles* covered and or *special services provided* may be important also.

Geographically, fire departments in the same area “county” would be examined first (King County), then those in the same general area (Pierce, Kitsap, Snoqualmie), then those in western Washington, then eastern. Generally, areas outside of the State would not be considered, unless a sample of “like” departments could not be found within our State. The search is expanded based on the number of comparisons desired until a “suitable” number of comparables are obtained.

¹ Range from 50% less to 50% more

² Range from 50% less to 50% more

City of Black Diamond Population (2013) 4,170 Study Range

6,255	+50%
4,170	Current Population
2,085	-50%

The following cities in the State of Washington have a population rate within the parameters of the study.

CITY	Population
Stanwood	6,300
Brier	6,155
Union Gap	6,105
Steilacoom	6,015
North Bend	5,855
Prosser	5,785
Woodland	5,590
Ridgefield	5,210
Omak	4,835
Blaine	4,760
Black Diamond	4,170
Montesano	4,050
Chelan	3,940
Goldendale	3,425
Clyde Hill	2,980

City of Black Diamond Revenue (2013) \$ 1,654,538.35 Study Range

2,481,807	+50%
1,654,538	Current Revenue
827,269	-50%

The following cities from the Population Study have Revenues within the parameters of the study.

<i>City</i>	<i>Revenue</i>
<i>Prosser</i>	<i>\$ 2,409,667.72</i>
<i>Woodland</i>	<i>\$ 2,284,301.49</i>
<i>Chelan</i>	<i>\$ 2,251,294.91</i>
<i>Omak</i>	<i>\$ 2,230,776.88</i>
<i>Blaine</i>	<i>\$ 2,230,023.96</i>
<i>Steilacoom</i>	<i>\$ 1,979,223.67</i>
<i>Black Diamond</i>	<i>\$ 1,654,538.35</i>
<i>Buckley</i>	<i>\$ 1,503,484.15</i>
<i>Ridgefield</i>	<i>\$ 1,378,137.71</i>
<i>Goldendale</i>	<i>\$ 1,329,869.88</i>
<i>Clyde Hill</i>	<i>\$ 1,228,995.30</i>
<i>Brier</i>	<i>\$ 1,201,844.17</i>
<i>Montesano</i>	<i>\$ 1,114,506.74</i>

This list was further reduced to eight Cities that were “most like” the City of Black Diamond, and have similar fire service systems. Each of these cities is within the study parameters for population and available revenue.

CITY	Valuation	Regular Levy Rate	Regular Levy Due in 2012	Levies Due in 2012	Total Taxes Due in 2012	Sales Tax	Combined
Omak	286,499,527	2.62313	751,526	-	751,526	1,479,251	2,230,776.88
Blaine	782,263,424	1.23749	968,045	139,728	1,107,773	1,122,251	2,230,023.96
Stellacoom	678,016,707	2.56040	1,735,994	-	1,735,994	243,230	1,979,223.67
Black Diamond	536,877,804	2.59196	1,391,565	-	1,391,565	262,973	1,654,538.35
Buckley	366,697,156	2.11206	774,485	297,736	1,072,221	431,263	1,503,484.15
Ridgefield	639,677,608	1.21533	777,418	-	777,418	600,720	1,378,137.71
Clyde Hill	1,272,930,340	0.74824	952,452	-	952,452	276,543	1,228,995.30
Brier	683,728,075	1.40803	962,706	31,175	993,881	207,963	1,201,844.17
Montesano	320,270,574	2.17663	697,109	-	697,109	417,398	1,114,506.74

City	Provider	Department Authority	Stations	Career (includes Chief)	Volunteer	Operating Budget	Capital Budget	Full Time Stations	Mil Rate
Black Diamond	Fire District 44	Contract	2	5	30	468,729		0.5	0.87
Omak	City	Municipal	1	1	31	220,000		0	0.76
Blaine	North Whatcom	Annexed	1	12	25	1,173,395		1	1.5
Steilacoom	West Pierce	Contract	0	0	0	390,000		0	0.57
Buckley	City	Municipal	1	2	70	459,250	331,618	0	2.16
Ridgefield	Clark Co. #10**	Annexed	2	9	40	959,516		1	1.5
Montesano	City	Municipal	1	7	31	1,200,000	36,000	0.5	3.41

City	Fire Op Budget
Montesano	\$ 1,200,000
Blaine	\$ 1,173,395
Ridgefield	\$ 959,516
Black Diamond	\$ 468,729
Buckley (2014)	\$ 459,250
Steilacoom	\$ 390,000
Omak	\$ 220,000

MEDIAN fire department BUDGET

\$ 468,729

MEAN fire department BUDGET

\$ 695,841

RANGE (difference between largest budget and smallest budget)

\$ 980,000



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MONTESANO FIRE

- Montesano is a city in Grays Harbor County, Washington, United States. The population was 3,976 at the 2010 census. It is the county seat of Grays Harbor County

Department Authority	Stations	Career (includes Chief)	Volunteer	Operating Budget	Capital Budget	Full Time Stations	Mil Rate
Municipal	1	7	31	1,200,000	36,000	0.5	3.41



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Omak

Omak is located at the foot of the Okanogan Highlands in Okanogan County. The City of Omak was officially incorporated in February

Department Authority	Stations	Career (includes Chief)	Volunteer	Operating Budget	Capital Budget	Full Time Stations	Mil Rate
Municipal	1	1	31	220,000		0	0.76

Blaine, WA



Annexed 2006

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Blaine

Department Authority	Stations	Career (includes Chief)	Volunteer	Operating Budget	Capital Budget	Full Time Stations	Mil Rate
Annexed	1	12	25	1,173,395		1	1.5

North Whatcom Fire and Rescue (NWFR) provides fire protection services to the residents of Blaine, who voted to annex into the fire district in 2006. Located 110 miles north of Seattle, with a current population of almost 5,000.



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Located in Pierce County, the population is 5,985

Steilacoom

Department Authority	Stations	Career (includes Chief)	Volunteer	Operating Budget	Capital Budget	Full Time Stations	Mil Rate
Contract	0	0	0	390,000		0	0.57

Services Provided by West Pierce Fire District 3



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Buckley is in Pierce County. The population is 4,354

Buckley

Department Authority	Stations	Career (includes Chief)	Volunteer	Operating Budget	Capital Budget	Full Time Stations	Mill Rate
Municipal	1	2	70	459,250	331,618	0	2.16



Mountain View Fire and Rescue



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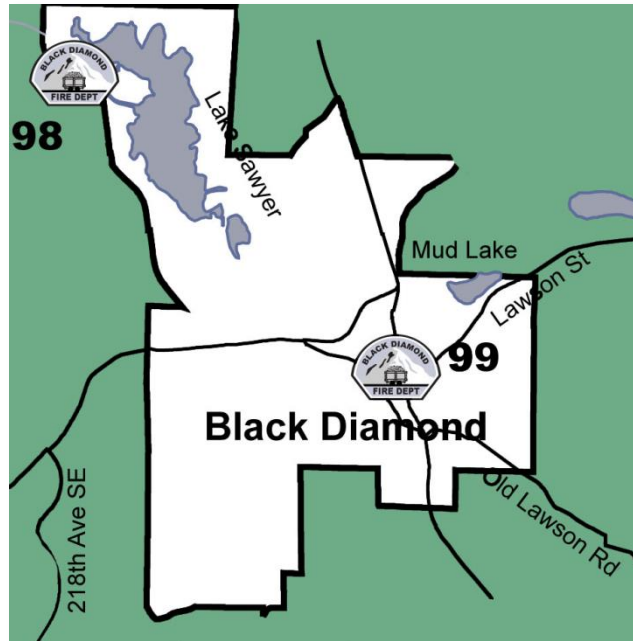
Black Diamond

Department Authority	Stations	Career (includes Chief)	Volunteer	Operating Budget	Capital Budget	Full Time Stations	Mill Rate
Contract	2	5	30	468,729		0.5	0.87

City	Provider	Department Authority	Stations	Career (includes Chief)	Volunteer	Operating Budget	Capital Budget	Full Time Stations	Mil Rate
Black Diamond	Fire District 44	Contract	2	5	30	468,729		0.5	0.87
Omak	City	Municipal	1	1	31	220,000		0	0.76
Blaine	North Whatcom	Annexed	1	12	25	1,173,395		1	1.5
Steilacoom	West Pierce	Contract	0	0	0	390,000		0	0.57
Buckley	City	Municipal	1	2	70	459,250	331,618	0	2.16
Ridgefield	Clark Co. #10**	Annexed	2	9	40	959,516		1	1.5
Montesano	City	Municipal	1	7	31	1,200,000	36,000	0.5	3.41

Fire Station 99

The Ad Hoc Committee elected to review the current Fire Station 99. Fire Station 99 is the only fire station located in the City of Black Diamond and is owned by the City. Fire Station 98 is owned by the City but is not physically located inside of the City boundaries.



Fire Station 99 is primarily a garage originally constructed over 60 years ago, housing one fire apparatus, one District owned rescue vehicle, a brush truck and a District owned rescue boat. The front of the station was replaced in 2008 with the rest of the station remaining as it has been for many years. Only Fire Engine 99 will fit in this building. No other fire engine owned and operated by the City of Black Diamond or District will fit in this station.

Fire Station 99 has a combination mop room/furnace/bathroom directly off the apparatus bay floor, with a single toilet. There is no shower for firefighters to perform personal DECON following exposure to hazardous materials or biohazards. The building has no kitchen or cooking facilities. There are no sleeping facilities nor does it meet the requirements of the Washington Administrative Code (WAC) for fire station sleeping facilities. These factors among others eliminate it from consideration as a viable response facility that meets the City's LOS (Level of Service) requirements.

A habitable station, constructed to house modern fire apparatus, located near the existing Station 99 would provide the requirements and in addition, improve the current and future level of service to the citizens of the City.

Regardless of future growth, Fire Station 99 does not meet the current service level needs of the City. A study related to 911 Fire Department emergency responses involving 500 incidents indicates that those areas served by Fire Station 99 do not have an adequate level of protection as identified in the City's comprehensive plan. Due to limitations of staffing the station, optimal response times cannot be achieved.¹

Development in the area served by Fire Station 99 would further escalate this problem.



Engine 99 is a 1981 Pierce Arrow, and is the primary first response fire apparatus out of Fire Station 99. This fire apparatus has a 1,250 gallons per minute (GPM) pump and carries 750 gallons of water. Engine 99 has 170,000 miles reading on the odometer and

¹ See Appendix D, Fire Station 99 response study

3,000 hours on the hour meter (engine hours), indicating engine and pump the hours. Engine 99 is 34 years old and purchased used from Kent Fire for \$ 23,000.

When Engine 99 is out of service for repair, no reserve apparatus can be placed into service at this station, leaving the station without fire apparatus.

The need to replace Fire Station 99 has been identified several times during the past 35 years.

- Prior to 1980, replacement plan identifies the heating system as “coal fired” unknown what year the plan is from
- 1980 Proposed new Fire Station Plan
- 1993 Fire Department Strategic Plan (Management Development Institute) New Station 99
- 1999 Fire Department Master Plan , New Fire Station 99
- 2003/04 Plans for replacement of Fire Station 99
- 2006 ILA City of Black Diamond Dist. 44
- Black Diamond Comprehensive Plan
- 2012 Presentation City Council Meeting
- 2013 Council Work Shop

A new station in the City Core provides:

- Improved response times and level of service, even utilizing existing staffing models.
- Potential to further improve level of service.
- Compliant with City Comprehensive Plan.
- Apparatus replacement needs remain as they are today
- Potential for KC EMS Medic Unit staffed in City 24/7.(KCEMS Leases space)
- Improved level of service for today’s population
- Facility to meet the needs of future growth.
- Reduced seismic hazard to emergency facility and equipment
- Ability to replace Engine 99 and/or utilize reserve apparatus when Engine 99 is out of service for repair.
- Ability to utilize a new fire station for multiple purposes such as City EOC, additional meeting and classroom capacity and physical fitness facility for fire and police could be explored.

In August of 2014, the committee held a meeting to explore funding mechanisms for replacement of Station 99: Black Diamond's Mayor attended this meeting along with other City staff members. A presentation related to "Municipal Bonds" was provided by Jim Blumenthal, Vice President and Senior Municipal Underwriter of Martin Nelsen and Company.

At this meeting, Mr. Blumenthal provided information related to steps that would be required and financial information associated with the City of Black Diamond utilizing a Municipal Bond to replace Station 99 and fire apparatus.

2015-2020 Black Diamond Capital Improvement Plan (CIP)

Capital Plan 2015 - 2020

Project for the	Fire Department	#	F5
PROJECT TITLE	New Fire Station and Equipment - Growth Related		
DESCRIPTION	Provide a satellite fire station sited and equipped to enhance fire and emergency medical service delivery in the community. This initiative begins with a site location study, proceeds to construct the station, and ends with a complement of essential equipment in service at the new facility.		
BACKGROUND	Service needs within the community will change with growth. This project seeks to determine the optimal location, build approximately 8,000 square feet of fire station at \$405 per square foot within the next six year at a cost of approximately \$3,240,000. Additional growth related equipment of a Fire Pumper, Aid Car, Brush Truck, & Support Vehicle will be needed in later years after more growth has occurred. Land costs are not included and could add approximately \$750,000 if the station is not built on existing City property.		
COMMENTS	Financing for this project may be a 20 year bond issue at 5% interest. Payments of the debt will be 83.73% developer responsibility of approximately \$213,190 (from fire impact fees), and the City portion at 16.27% of the total, with payments of \$41,426. This is per the Fire District Impact Fee Study, (IFS p.17). The City share of payments will need to come from REET, Sales Tax from new construction or other sources.		

Capital Plan 2015 - 2020						
CAPITAL PROJECT COSTS	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019 2020
Preliminary Engineering	75,000	-			75,000	
Construction Engineering	70,000		-		-	70,000
Design Engineering	120,000				50,000	70,000
Construction Costs (bldg)	2,950,000					2,950,000
TOTAL COSTS	3,215,000	-	-	-	125,000	3,090,000 -
REQUESTED FUNDING	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019 2020
Bond Sales	3,215,000				125,000	3,090,000
REET I	-					
TOTAL SOURCES	3,215,000	-	-	-	125,000	3,090,000 -

City of Black Diamond
Fire Department SWOT Analysis


SWOT analysis is an analytical method which is used to identify and categories significant internal (**Strengths** and **Weaknesses**) and external (**Opportunities** and **Threats**) factors faced either in a particular arena, such as an organization, or a territory, such as a region, nation, or city.

This process was originally developed at Stanford University in the mid-60s. This tool provides information that is beneficial in matching resources and capabilities to the environment in which we operate and is an important contribution to the strategic planning process.

The Black Diamond members of the Ad Hoc Committee completed a SWOT Analysis. A citizen of Black Diamond, who attended the Ad Hoc Committee meeting, was asked to participate in this exercise and their input became part of the final document.

In each of the categories (Strengths, Weaknesses, Opportunities and Threats), the participants in the exercise rated the top five “priorities” or those items that the group felt were the most important or had the most weight. These top five priorities are in **BOLD** in each of the categories.

The Mountain View Board of Fire Commissioners who are part of the Ad Hoc Committee, Fire Chief and Deputy Chief, did not participate in this exercise.

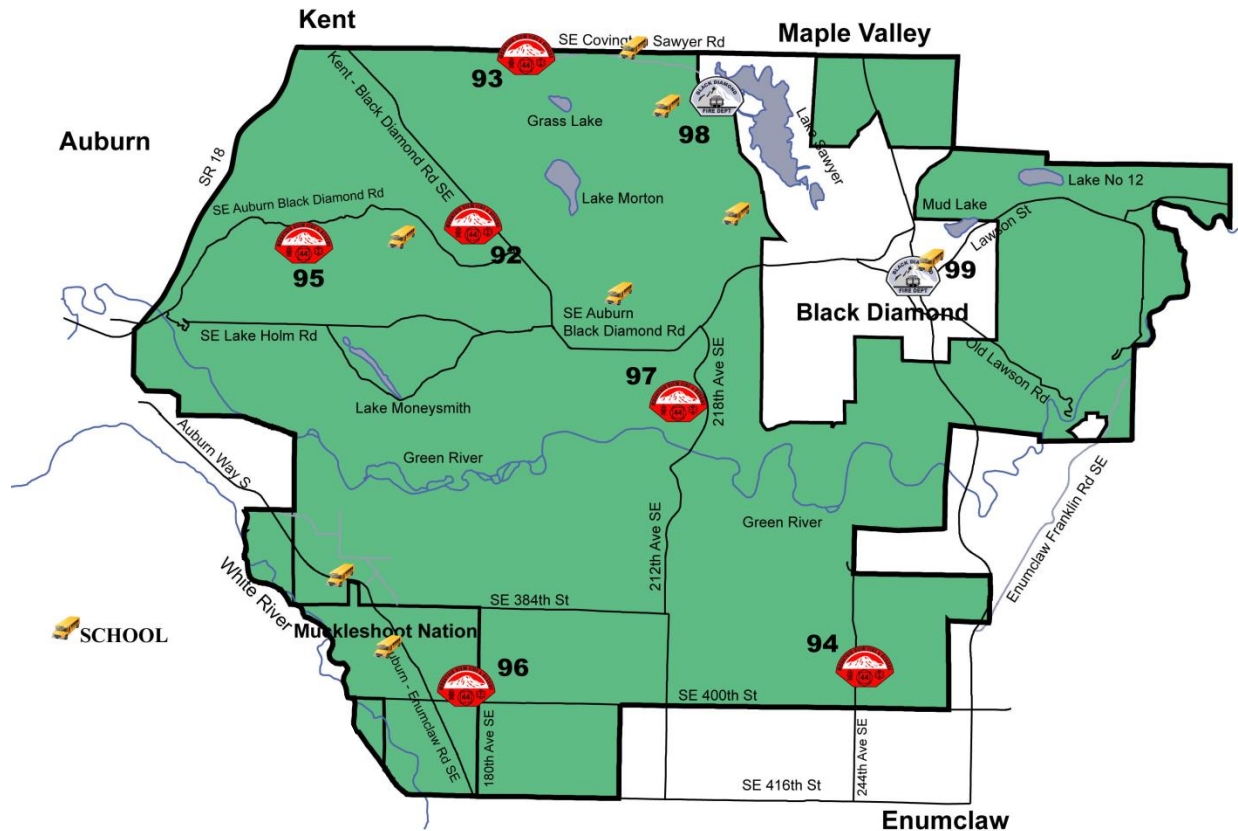
SWOT ANALYSIS	POSITIVE/HELPFUL	NEGATIVE/HARMFUL
<p>Internal Factors</p>  <p>IN EACH CATEGORY (SWOT)</p> <p>THE TOP FIVE ELEMENTS WERE PRIORITIZED BY THOSE PARTICIPATING AND ARE IN BOLD.</p>	<p>STRENGTHS</p> <p>Things that are good now, maintain them, build upon them use as leverage</p> <p>FIRE DEPARTMENT MEMBERS LEVEL OF TRAINING</p> <p>DEPARTMENT UTILIZES VOLUNTEER PROGRAM</p> <p>EFFICIENT (DO MORE WITH LESS)</p> <p>GOOD COMMUNICATIONS FROM ADMINISTRATION TO CITY (COUNCIL)</p> <p>CITIZENS SUPPORT FIRE DEPARTMENT</p> <p>DISTRICT/CITY RELATIONSHIP</p> <p>FIRE DISTRICT’S ELECTED OFFICIALS</p> <p>GOOD PIO / COMMUNITY OUTREACH</p> <p>RESPONSE TIMES IN STA. 98 AREA</p> <p>MEMBERS ARE “PROFESSIONAL”</p> <p>LEVERAGING OF RESOURCES AVAILABLE WITH MOUNTAIN VIEW DUE TO ILA</p>	<p>WEAKNESS</p> <p>Things that are damaging now – remedy, change or stop them</p> <p>RESPONSE TIMES / ABILITY TO TIMELY RESPOND TO CONCURRENT INCIDENTS</p> <p>FUNDING OF FIRE DEPARTMENT</p> <p>FIRE STATION IN OLD TOWN (STATION 99)</p> <p>EQUIPMENT (CAPITAL ITEMS) FIRE ENGINES (AGE)</p> <p>(LACK OF) AWARENESS OF CITIZENS OF FIRE DEPARTMENT NEEDS</p> <p>AWARENESS OF CITIZENS OF FIRE DEPARTMENT HISTORY (HOW AND WHO HAS PROVIDED SERVICE, TROUBLES EXPERIENCED IN THE PAST WITH FIRE DEPARTMENT, RESPONSE TIMES AND OTHER ISSUES)</p> <p>MINIMUM STAFFING LEVELS</p>

External Factors	OPPORTUNITIES	THREATS
<div data-bbox="298 260 391 323" data-label="Image"> </div> <p data-bbox="180 495 298 596">IN EACH CATEGORY (SWOT)</p> <p data-bbox="142 632 331 879">THE TOP FIVE ELEMENTS WERE PRIORITIZED BY THOSE PARTICIPATING AND ARE IN BOLD.</p>	<p data-bbox="427 260 873 333">Things that are good for the future, prioritize, capture and build on them.</p> <p data-bbox="427 438 854 548">MITIGATION OF MASTER PLANNED DEVELOPMENT RELATED TO FIRE PROTECTION</p> <p data-bbox="427 590 873 653">WORKING CLOSER WITH MOUNTAIN VIEW</p> <p data-bbox="427 695 873 804">FUNDING OPTIONS (GRANTS/AND OTHER POSSIBLE WAYS OF FUNDING FIRE SERVICE)</p> <p data-bbox="427 846 829 915">AS POPULATION GROWS MORE VOLUNTEERS MAY BE AVAILABLE</p> <p data-bbox="427 957 756 982">FIRE AD HOCK COMMITTEE</p> <p data-bbox="427 1024 821 1050">PARTNERING WITH OTHER CITIES</p>	<p data-bbox="954 260 1468 333">Things that are bad for the future – plan to manage, counter or eliminate them</p> <p data-bbox="954 438 1243 468">ECONOMY (=FUNDING)</p> <p data-bbox="954 510 1438 579">FAILURE OF PRESENT EQUIPMENT (FIRE ENGINES)</p> <p data-bbox="954 621 1495 684">NO FOLLOW THROUGH WITH FIRE AD HOCK RECOMMENDATIONS.</p> <p data-bbox="954 726 1357 751">VOTED MEASURES NOT PASSING</p> <p data-bbox="954 793 1503 863">LACK OF ACTION RELATED TO REPLACEMENT OF FIRE STATION 99</p> <p data-bbox="954 905 1463 930">TURN OVER IN PERSONNEL (VOLUNTEERS)</p> <p data-bbox="954 972 1297 997">REDUCTION IN VOLUNTEERS</p> <p data-bbox="954 1039 1511 1064">ADOPTION OF “WRONG” FIRE SERVICE MODEL</p> <p data-bbox="954 1106 1427 1131">FIRE/MEDICAL SERVICES LOW PRIORITY</p> <p data-bbox="954 1173 1503 1283">AT HIGHER RISK DUE TO STAFFING LEVELS (NUMBERS ON DUTY AND INABILITY TO STAFF BOTH STATIONS)</p> <p data-bbox="954 1325 1511 1388">LACK OF GROWTH (ESPECIALLY COMMERCIAL) *see ECONOMY</p>

Mountain View Fire and Rescue

FACTS ABOUT THE DISTRICT:

Mountain View Fire and Rescue is a “Fire District” and provides Emergency Services to 70 square mile area of southeast King County. The population served is about 30,000.



The District operates out of eight Fire Stations, utilizing 11 Fire Engines, 4 Medical Aid Cars, 2 Rescue Vehicles and a combination of smaller support vehicles.

MVFR provides services to the City of Black Diamond by means of an Interlocal Agreement; through this agreement, the City provides funds to the District. Mountain View does not collect property taxes in the City, only on those properties in the District.

Fire Stations and their locations are identified in the Map above, Stations 92-97 are Mountain View Stations. Stations 98 and 99 are City of Black Diamond.

The entire service area and fire stations are operated as one Department.

Mountain View Fire and Rescue is not a part of King County Government, nor does the Department report to the King County Council.

Fire Districts are “special purpose districts”:

The District is known as “Mountain View Fire and Rescue”. The formal name was previously “Fire District 44”

In Washington, special purpose districts are limited purpose local governments separate from a city, town, or county government. Generally they perform a single function. They are political subdivisions of the state and come into existence, acquire legal rights and duties, and are dissolved in accordance with statutory procedures.

Mountain View Fire and Rescue is not a part of King County Government; our District is “in” King County, but not a part of King County Government.

Fire Districts are authorized by State Law “RCW Title 52 RCW FIRE PROTECTION DISTRICTS”

Governance of the District.

The Fire District is governed by a Board of elected Fire Commissioners:

Commissioners are elected by the registered voters who reside inside the boundaries of the Fire District. Any registered voter who resides in the District may run for a position on the Board.

A Fire Commissioners term of office is six (6) years. The Board of Commissioners for Fire District 44 consists of five (5) positions.

Regular Board meetings occur the 2nd and 4th Tuesday of each month and are open public meetings. Meetings take place at Fire Station 95 at 6:30 PM. Station 95 is located at 32316 148th AVE SE, Auburn Wa.

The Current Board Members are:

Fire Commissioner James Farrell (Chair)

Fire Commissioner Cathie Valentine-McKinney (Vice Chair)

Fire Commissioner Joanne Seng

Fire Commissioner Daniel Bjurstrom

Fire Commissioner Mark Clayton

Mission Statement

It shall be the mission of King County Fire Protection District 44, to protect life and property from the threat of fire and other dangers, and to provide emergency medical care to the victims of accidental and emergency medical conditions.

It is the objective of the District within the keeping of our mission statement:

To Protect Life

Arrive at the location of 70 percent of emergency medical incidents in 60 percent of the District within 6 minutes or less with no less than two Firefighter/EMT's equipped with the King County Emergency Medical Programs recommended first responder equipment and provide emergency medical treatment until advanced life support assistant can be obtained or the patient can be transported to an emergency medical center.

To stabilize emergency incidents and/or protect property

Arrive at the location of 70 percent of emergency incidents within 60 percent of the District in 6 minutes or less with no less than two firefighter/EMT's equipped with the recommended equipment and establish incident command, call for further resources, take steps necessary to protect life, stabilize the incident, protect property and prevent the incident from escalating until the assistance of further resources can be obtained or the incident is controlled.

These objectives shall be the benchmark of the District's goal to measure the ability to perform its mission and plan for its operational needs.

To further meet these goals and objectives it is the District's aim to provide the citizens of the community with prevention and safety information that may reduce the number and severity of emergency incidents that occur.

Further it is the District's goal to provide emergency responders with the training, equipment, facilities and direction it requires to accomplish our mission in a safe and effective manner.

It shall be the responsibility of the District and all its personnel to measure all that we do against the Mission Statement and our service goals.

Finance

The operating Budget for the District in 2015 is \$ 5,121,918. Most all of the District's funding is derived via property tax from taxable properties in the District as regulated by State Constitution and Law.

The District is audited by the State Auditors Department. While the size of the District's budget would not require that the Department be audited each year, the District has requested that the State complete an audit each year. Several years of these audits are posted on the District's web page including the most recent for 2013, conducted in 2014.

Firefighter/EMTs (Emergency Medical Technicians)

MVFR is a "combination department", utilizing both career firefighter/EMTs and volunteer firefighter/EMTs. There are a total of 19 career firefighters assigned to rotating shifts in the District. The primary utilization of career firefighters is to provide services during the day, while volunteers are at their regular jobs.

Career firefighters staff three of the primary stations. The District can provide the current level of service and response times when these stations staffed. Career firefighters provide a highly trained cadre of response personnel and are vital to the current level of service.

FIRE STATION 96	2 FIREFIGHTER/EMTS	6 AM – 6 PM seven days a week
FIRE STATION 98	2 FIREFIGHTER/EMTS	6 AM – 6 PM seven days a week
FIRE STATION 92	1 CAPTAIN - 1 FIREFIGHTER/EMT	24 HOURS seven days a week

The minimum staffing for day time hours (6AM – 6PM) is 6 personnel on duty.

Staffing Models for Volunteers:

The District has a cadre of about 75-100 volunteer firefighters, this number ebbs and flows. The District holds two volunteer academies yearly to ensure that we have a constant flow of new volunteers. The Fair Labor Standards Acts, identifies how we can manage and regulate volunteers, we cannot "require" that volunteers work certain hours nor can we schedule their time. This would make them "employees" and all FLSA employee regulations would then apply, to include wages and benefits.

We ask volunteers to stand night shifts each month, they schedule these shifts the month prior to when they will be standing a shift. We do insist that they attend 75% of the required monthly drills (each Thursday night) and other training. Volunteers must also maintain certification requirements.

Volunteers are provided a minimum stipend for activities, this minimum stipend helps offset the cost of volunteering to include fuel, maintenance of uniforms and other out of pocket expenses. We do not pay an hourly wage for volunteers.

Fire Station 98 is staffed with two volunteer firefighter/EMTs, 6PM – 6AM (12 hours) seven days a week. Should volunteers be unavailable, the station is staffed with overtime career firefighters for the period of hours that volunteers are unavailable.

Each of the other Stations (93,94,95,97,99) are entirely staffed by volunteers. We attempt to schedule volunteers to staff these Stations each night. We are fairly successful at keeping our staffing for three

stations at minimum levels. Some nights we have several of our stations staffed, other than the primary three 92, (96 or 94), and 98. We staff station 92, 98 and 94 or 96 first, then staff the other stations should there be available volunteers.

Staffing our stations provides a much faster response. The need to respond in a timely manner is explained in detail further on. Volunteers who respond from home are vital for secondary incidents and additional personnel at significant events, but do not provide for an immediate and swift response.

IMPORTANCE OF RESPONSE TIMES

Cardiac Arrest (Heart Attack)

While survival rates for heart attacks in most other parts of the nation hover around 10 percent, your chances of surviving cardiac arrest in King County reached an all-time high of 52 percent in (2012).

According to a new report released by King County Executive Dow Constantine, "Fast response during traumatic events like a heart attack is critical, and these new findings once again affirm the skill of our dispatchers who take 911 calls and the professionals who provide rapid, high-quality emergency care and transport."

One of the most critical skills the fire department provides cardiac arrest patients is cardiac defibrillation. An EMT-B can "shock" the heart out of a chaotic rhythm, called ventricular fibrillation, prior to paramedic arrival. Studies in Seattle have proved that the earlier a heart is shocked out of this rhythm, the better the chances of survival.

All Fire District 44 aid units and primary fire engines are equipped with cardiac defibrillation units. Firefighter/ EMTs are trained to utilize these units along with aggressive CPR.

Emergency Medical Services in King County are provided by the Local Fire Department (Basic Life Support) and King County Medic One (Advanced Life Support). King County Medic One is funded by a separate county-wide six year levy. All Fire District 44 emergency medical reports are sent to King County Medic One.

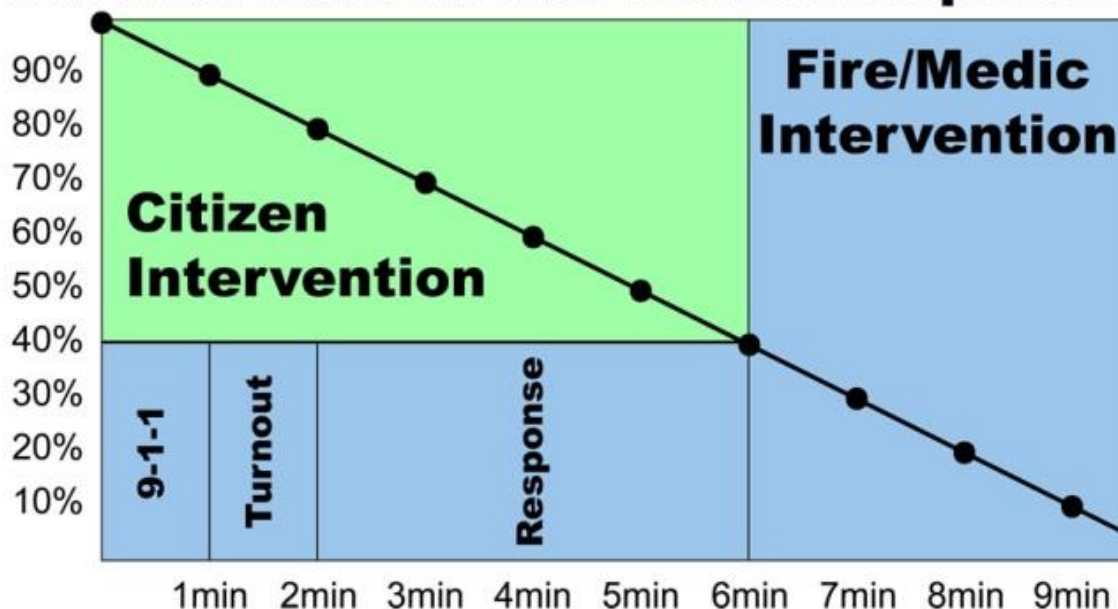
The 2012 King County EMS report states that King County Fire District 44:

"Responded to 1,199 medical emergencies in 2011, 63% of these were to private residences. Twenty-nine percent related to trauma with the remainder attributed to illness. Seventy-three percent of patients seen were transported to a hospital. Sixty-eight percent were between the ages of 25-84, the largest group between 45-64. Sixty-four percent of the Cardiac Arrest patients District 44 saw were discharged from the hospital, the county average was 48%."¹

¹ King County EMS report

The Key to Cardiac Survival is quick response by Firefighter/EMTs.

Survival Rate In The Tiered Response



When a citizen calls 911, a series of events begin. The closest “in service” fire department unit is dispatched sending Firefighter/EMTs, trained in CPR and equipped with special life savings equipment, to the scene. All of the District’s Aid vehicles and primary fire engines are equipped with cardiac defibrillation units. Should the incident involve a predetermined complication such as heart problems or trauma, a King County Medic unit is also dispatched at this same time. Firefighters arrive and provide Basic Life Support (to include defibrillation and/or epinephrine if called for). When Medics arrive they may begin more aggressive treatment to include IV and other drugs that may be called for.

This “Tiered” response, (citizen CPR/Firefighter/EMT/Medics), provides for the best outcome for cardiac and trauma victims. But, time is also of the essence, the quicker help arrives, the better the outcome.

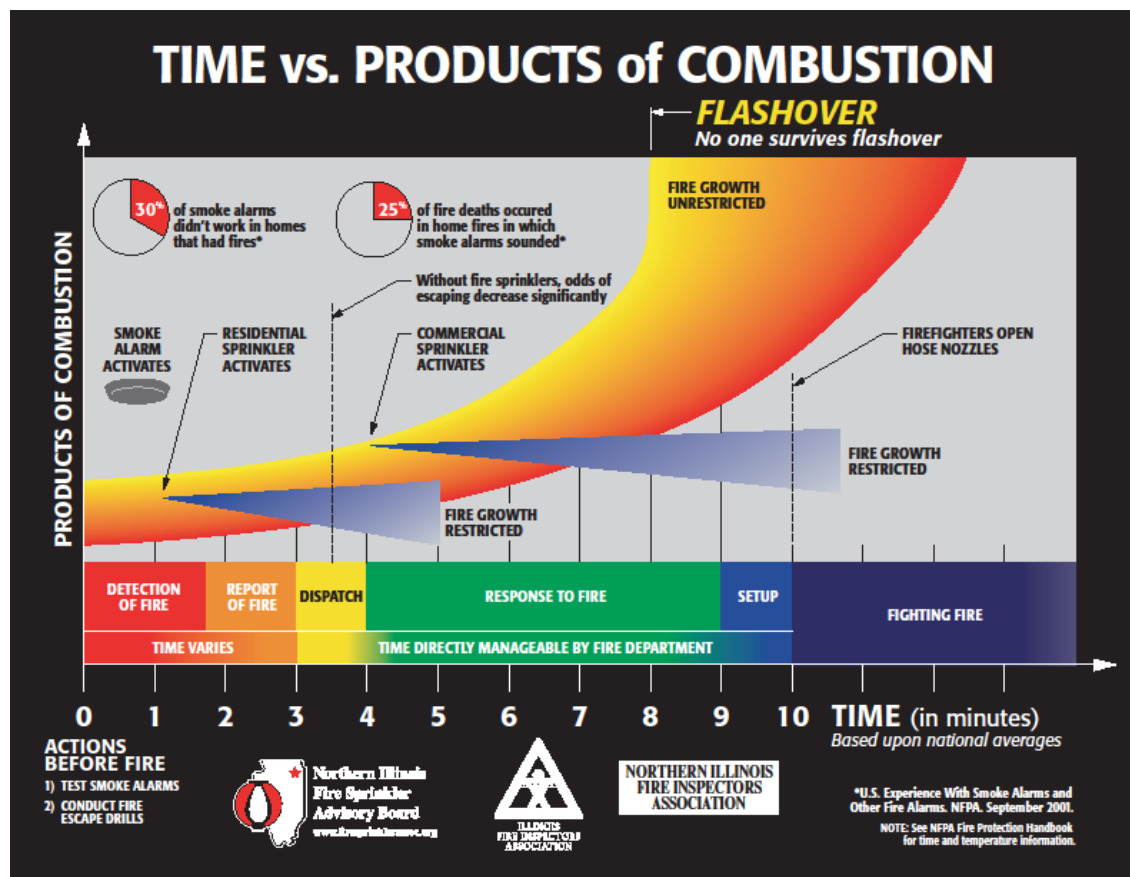
Fire District 44 provides CPR classes and encourages everyone to learn CPR and basic first aid. Citizen CPR is an important link to the tiered response system.

Response to Fires

Once a fire starts, the fire spreads rapidly, room temperatures increase dramatically and fire gases soon combust, causing the entire room to ignite, this is known as “flash over”. Rapid intervention of the fire department is required. All Homes and apartments should be equipped with smoke detectors. Batteries should be replaced at least every six months; we recommend replacement when you change your clock settings to daylight savings time. And an escape plan should be developed, understood by everyone who lives in the building and practiced. Information about this can be accessed on the Districts web site.

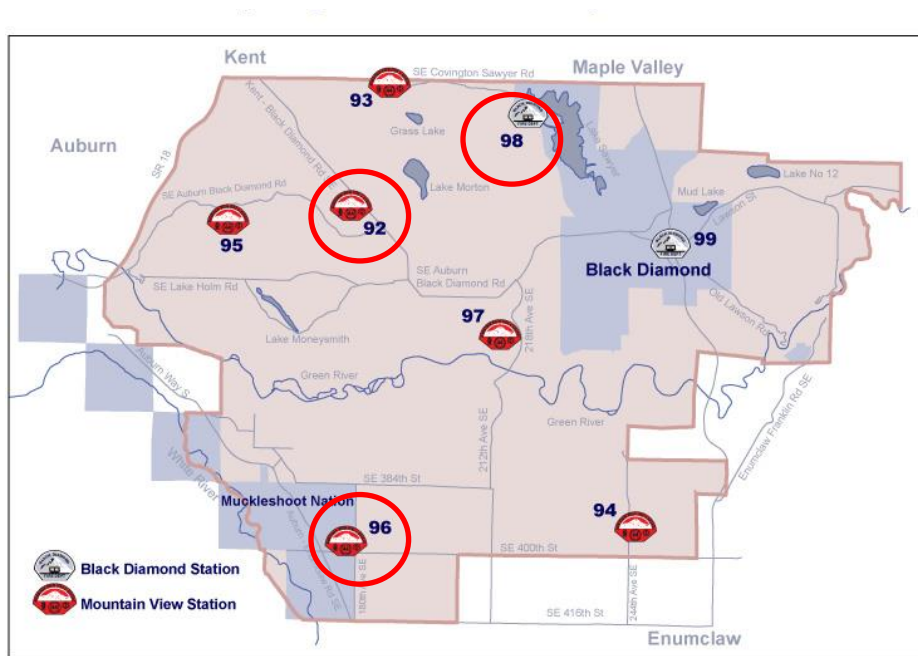
Rapid response to Fires by the Fire Department can prevent fires from spreading and causing “flash over”. Here is a link to a video that shows just how fast a fire can spread.

<http://www.youtube.com/watch?v=piofZLySsNc>



One of the Keys to rapid response is fire station location for deployment of personnel and equipment.

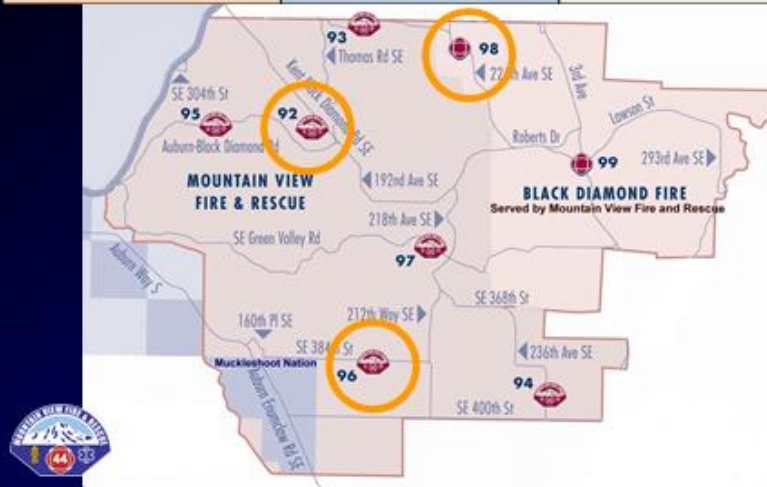
Mountain View Fire and Rescue



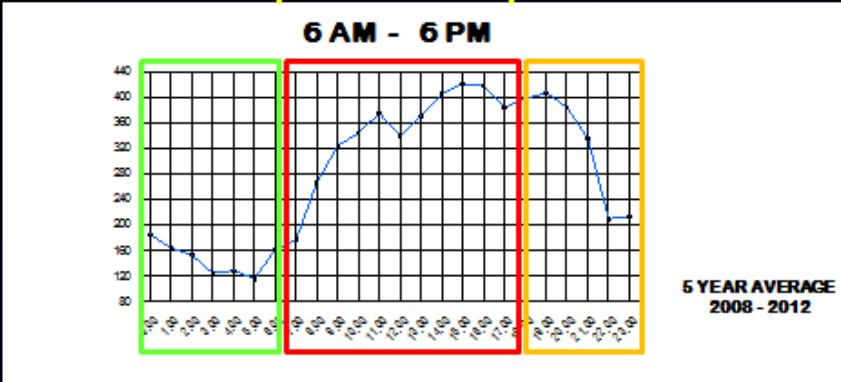
The District strives to keep these three primary fire stations staffed and ready to respond 24 hours a day

The other stations are routinely staffed with a minimum of two volunteer firefighter/EMTs each between the hours of 6PM and 6AM

FIRE STATION 96	2 FIREFIGHTER/EMTS	6 AM – 6 PM seven days a week
FIRE STATION 98	2 FIREFIGHTER/EMTS	6 AM – 6 PM seven days a week
FIRE STATION 92	1 CAPTAIN - 1 FIREFIGHTER/EMT	24 HOURS seven days a week



↑
**3 STATIONS
STAFFED
WITH
CAREER
CREW**
↑



The graph above, exhibits emergency 911 call volume by time of day for a five year average (2008-2012). The graph indicates that 911 calls to the department occur at the highest rate between the hours of 6 am in the morning and 7 pm in the evening. These are the hours that most volunteers are not available to respond to emergencies. Fire District 44 staffs two stations, during these hours with career firefighter/EMTs to provide a timely response to 911 calls for assistance. Fire Station 92 is staffed with a firefighter/EMT and a career Captain/EMT 24 hours seven days a week to provide supervision, control and respond to 911 calls. All other stations are staffed by volunteer personnel in the evenings.

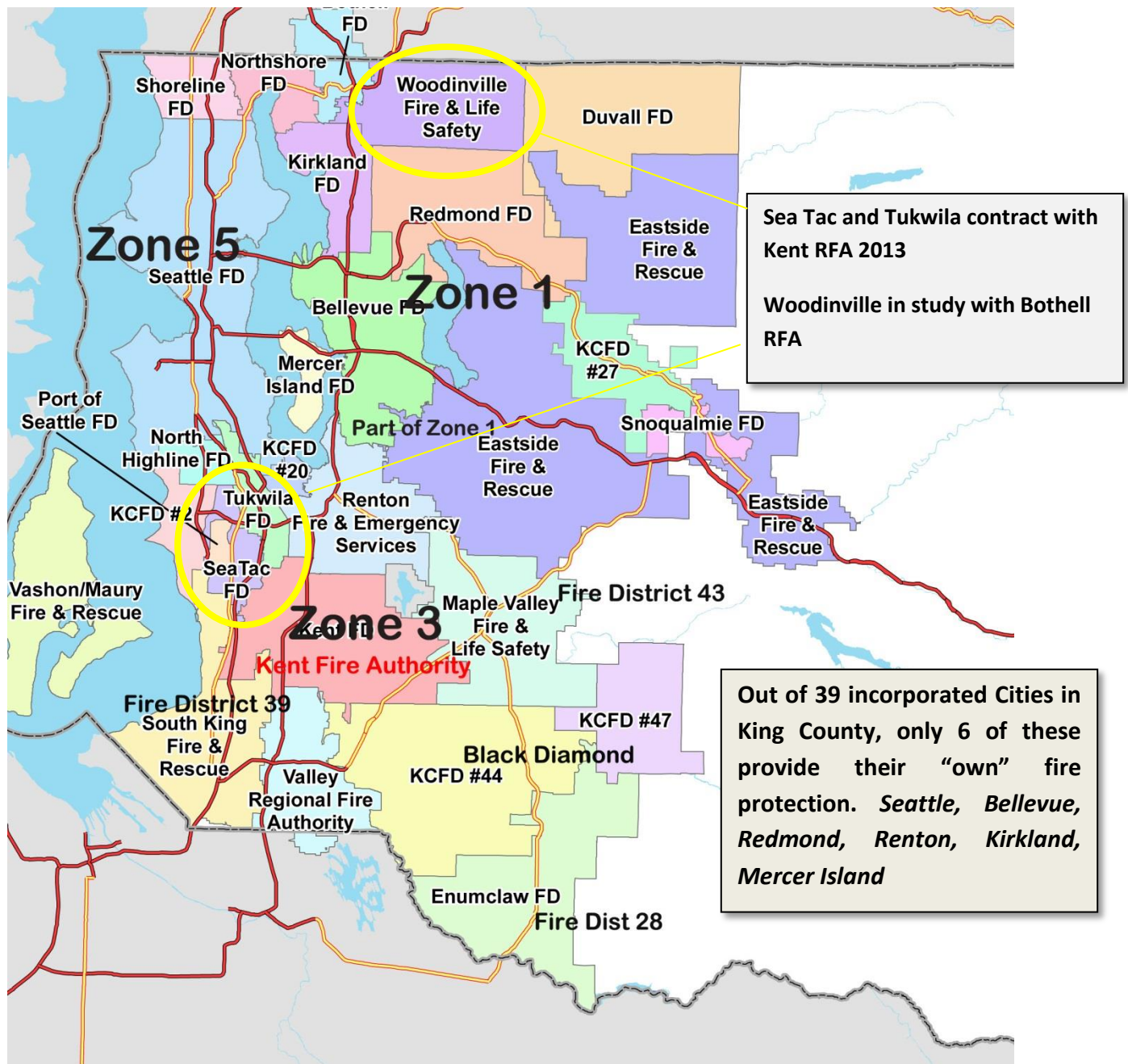
Fire District 44 responds to an average of 3.74 911 calls each day. Emergency Medical calls account for about 66-70% of these 911 calls. Serious Fires occur less often, although the total fire loss in the District between the years 2008 and 2012 was over four million five hundred thousand (\$ 4,593,000) dollars.

The District responded to 1,199 medical emergencies in 2011, 63% of these were to private residences. Twenty-nine percent related to trauma the remainder attributed to illness. Seventy-three percent of patients seen were transported to a hospital. Sixty-eight percent were between the ages of 25-84, the largest group between 45-64. Sixty-four percent of the Cardiac Arrest patients District 44 saw were discharged from the hospital, the county average was 48%.

Appendix A Examples of agreements for Fire Protection in King County

King County	Fire Services Provider
Algona	Part of <u>Valley Regional Fire Authority</u>
Auburn - Also in Pierce County	Part of <u>Valley Regional Fire Authority</u>
Beaux Arts	Service provided by city of Bellevue
Black Diamond	Service provided by King County FD No. 44, <u>Mountain View Fire and Rescue</u>
Bothell - Also in Snohomish County	<u>City of Bothell Fire and EMS</u> ; provides service Snohomish Fire District No. 10
Burien	Annexed to <u>King County Fire District No. 2</u> , 1995
Carnation	<u>Eastside Fire and Rescue (District 10)</u>
Clyde Hill	City of Bellevue
Covington	Part of <u>Kent Fire Department Regional Fire Authority</u> as of 07/2010, annexed to King County Fire District No. 37
Des Moines	Annexed to King County Fire District No. 26 which became <u>South King County Fire and Rescue No. 39</u>
Duvall	Annexed to King County Fire District No. 45
Enumclaw	Annexed to Fire District No. 28, election 11/2010
Federal Way	Annexed <u>South King County Fire and Rescue</u>

Hunts Point	Service provided by city of Bellevue
Issaquah	Eastside Fire and Rescue (Fire District No. 10,)
Kenmore	Annexed to King County Fire District No. 16 – North Shore
Kent	Kent Fire Department Regional Fire Authority, as of 07/2010, Joint operation with King County Fire District No. 37
Lake Forest Park	Annexed to King County Fire District No. 16 - North Shore
Maple Valley	Annexed to King County Fire District No. 43, Maple Valley Life and Safety, 1996
Medina	Service provided by city of Bellevue
Milton - Also in Pierce County	East Pierce Fire and Rescue (as of 2013)
Newcastle	Service provided by city of Bellevue
Normandy Park	Annexed to King County Fire District No. 2
North Bend	Part of Eastside Fire and Rescue (Fire District No. 10, 28, Issaquah, North Bend, Services to Fire District No. 41)
Pacific Also in Pierce County	Part of Valley Regional Fire Authority
Redmond	City of Redmond Fire Department; serves Fire District No. 34
Renton	City of Renton Fire and Emergency Services Department; provides services to King County Fire District No. 25 and No. 40
Sammamish	Part of (Fire District No. 10)
SeaTac	Kent Fire Authority (contract 2013)
Shoreline	Annexed to Shoreline Fire Department



Appendix B 2015 City of Black Diamond Levy Work Sheet (Provided by King County)

PRELIMINARY **LEVY LIMIT WORKSHEET – 2015 Tax Roll**

TAXING DISTRICT: City of Black Diamond

The following determination of your regular levy limit for 2015 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Library District

(Note 1)

Estimated Library rate: 0.44820

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
1,433,818	Levy basis for calculation: (2014 Limit Factor) (Note 2)	1,433,818
1.0100	x Limit Factor	1.0159
1,448,154	= Levy	1,456,828
2,054,609	Local new construction	2,054,609
0	+ Increase in utility value (Note 3)	0
2,054,609	= Total new construction	2,054,609
2.62482	x Last year's regular levy rate	2.62482
5,393	= New construction levy	5,393
1,453,547	Total Limit Factor Levy	1,462,021
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
1,453,547	Total Limit Factor Levy + new lid lifts	1,462,021
601,717,756	÷ Regular levy assessed value less annexations	601,717,756
2.41566	= Annexation rate (cannot exceed statutory maximum rate)	2.42975
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
1,453,547	+ Limit Factor Levy	1,462,021
1,453,547	= Total RCW 84.55 levy	1,462,021
3,284	+ Relevy for prior year refunds (Note 5)	3,284
1,456,831	= Total RCW 84.55 levy + refunds	1,465,305
	Levy Correction: Year of Error (±or-)	
1,456,831	ALLOWABLE LEVY (Note 6)	1,465,305
Increase Information (Note 7)		
2.42112	Levy rate based on allowable levy	2.43520
1,437,331	Last year's ACTUAL regular levy	1,437,331
10,823	Dollar increase over last year other than N/C – Annex	19,297
0.75%	Percent increase over last year other than N/C – Annex	1.34%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	601,717,756
	x Maximum statutory rate	3.15180
	= Maximum statutory levy	1,896,494
	+Omitted assessments levy	0
	=Maximum statutory levy	1,896,494
	Limit factor needed for statutory levy	Not usable

ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.

Please read carefully the notes on the reverse side.

11/24/14 1:38 PM

LevyLimitWS.doc

Appendix C EXAMPLE OF PRE-ANNEXATION AGREEMENT

INTERLOCAL AGREEMENT FOR ANNEXATION OF CITY OF _____ TO _____ COUNTY FIRE PROTECTION DISTRICT NO. xx

This AGREEMENT is entered into by the City of _____ (the "CITY") and _____ County Fire Protection District No. xx (the "FIRE DISTRICT") for the purposes stated below.

RECITALS

WHEREAS, the City of _____ and _____ County Fire District #xx are both located in central _____ County and have contiguous boundaries and borders; and WHEREAS, the City of _____ and _____ County Fire District #xx have had a long and successful relationship, by working jointly in providing emergency services to the respective jurisdictions and communities sharing jointly owned fire station facilities; and WHEREAS, the City of _____ and _____ County Fire District #xx are authorized by Chapter 52.04 RCW to cause an election to be held in order for voters of both jurisdictions to decide whether or not the City should become a part of the Fire District and the Fire District and the City have agreed to submit the annexation to the voters in the February, 2006 election; WHEREAS, the City of _____ and _____ County Fire District #xx have now reached agreement on said terms and conditions by which they will transition if the vote to annex is successful, and as such, the parties desire to formalize their Agreement in writing ; and WHEREAS, the administration of the Joint Operating Agreement that governs the working relationship between the City and the Fire District has taken a significant amount of City staff and elected official time; and WHEREAS, the City finds that the annexation into the Fire District will create a significant administrative cost savings to City residents and the City is therefore willing to provide the Fire District with the use of City fire department property in exchange for taking on the full responsibility for providing fire service to City residents; and WHEREAS, the City also finds significant value in having the Fire District agree to provide fire inspection and code services to the City at fees only charged to third parties that are controlled by the City and these services also constitute consideration for Fire District use of City fire department property.

AGREEMENT

IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. ANNEXATION PROCESS

A. Pursuit of Annexation. Pursuant to RCW 52.04.061, the CITY and FIRE DISTRICT agree to pursue annexation of the City of _____ into the FIRE DISTRICT according to the provisions of Chapter RCW 52.04 and the terms and conditions set forth in this Agreement and any amendments thereto, subject to approval of such annexation by the _____ County Boundary Review Board and the electorate of both jurisdictions.

B. Boundary Review Board (BRB) Notices and Proceedings. 1. The City shall take the lead in filing a Notice of Intent with the _____ County Boundary Review Board pursuant to Chapter 36.93 RCW.

2. The City shall also act as lead agency for State Environmental Policy Act "SEPA" purposes in connection with the annexation.

3. Both parties agree that they will not request that the jurisdiction of the BRB be invoked to review the annexation. In the event that a request for review is filed by any person or persons authorized to do so under RCW 36.93.100, the District and the City agree to jointly coordinate, prepare, and present testimony to the BRB in favor of the annexation and to take all necessary actions to obtain BRB approval of the annexation.

C. Costs. The parties agree to fund their own respective costs for the annexation and election process.

2. POST ANNEXATION EMERGENCY SERVICES

A. Existing Agreement.

1. Upon annexation into the Fire District, the current Joint Operating Agreement between the City of _____ and _____ County Fire District #xx for fire and emergency medical services shall be cancelled, null and void except for where referenced in this agreement.

2. The term „annexation“ shall mean the date on which _____ County election officials certify the election and grant taxing authority for the City of _____ to the Fire District.

3. Should the annexation ballot issue be unsuccessful or the date of the election is changed to a later date, the current agreement between the City of _____ and _____ County Fire District #xx for fire and emergency medical services shall remain in full effect.

B. Emergency services.

1. Upon annexation of the City of _____ into the Fire District, emergency services shall continue being provided by the District within the boundaries of the City at the same level of service as the rest of the District.

C. Other services.

The City and the Fire District recognize their crucial role in disaster _____ preparedness and response to the community. City and Fire District staff will continue to partner in joint, multi-discipline disaster planning, preparation, mitigation, exercises, and training.

The City and the District mutually agree that Fire Prevention and Investigation Services are an integral service to the City and is best provided to the City by the District. In an effort to continue the relationship between the City and District with respect to Fire Prevention and Investigation Services post-annexation, the following method of ensuring continued and improved Fire Prevention and Investigation Services to the City is established as part of this post-annexation agreement.

1. Upon annexation by the City into the District, the District shall continue to provide to the City Fire Prevention and Investigation Services in a manner consistent with current practices. These Fire Prevention and Investigation Services shall include the following:

a. Plan Review: X

b. Fire Marshal: X

c. Fire Inspections: X

d. Fire Investigation: IN THIS CASE THE KING COUNTY FIRE MARSHAL WOULD BE RESPONSIBLE FOR FIRE INVESTIGATION AS IT IS IN THE FIRE DISTRICT (and currently under the ILA with Mountain View)

e. Public Education: The District shall provide a program of public education activities within the City as such activities are provided within the District. The District shall participate in community events such as X. .

f. Code Enforcement: X

a. The City shall continue to collect fire department fees, as specified in the duly passed fees resolution, and remit these collected fees to the District on a quarterly basis. Fire Prevention Services provided by the District to the City shall be administered in the interest of the City and the District shall perform all responsibilities required by applicable law in its role as the City Fire Code Official and Fire Marshal, including but not limited to any responsibilities specified for these officials in the International Fire Code and _____ Municipal Code (as now or hereafter amended).

3. OWNERSHIP AND USE OF REAL AND PERSONAL PROPERTY

A. Ownership not Affected by Annexation. If the voters approve the annexation in the X, 20XX

1. X

2. X

B. Use of Real and Personal Property. The Fire District shall have the exclusive right to use and possess the personal and real property identified in this Paragraph 3 until such time as the City Council determines that it would like to exercise its ownership rights to any or all such property.

C. Disposition of Property.

D. Liability, Maintenance and Repair.

E. Property Subject to Paragraph 3. (Property Schedule / City Property)

All other personal property shall be mutually agreed upon by addendum executed prior to December 31, 20xx. Any real or personal property not expressly identified in this Agreement by December 31, 20xx shall not be subject to this Agreement.

F. Insurance. The Fire District shall insure all property identified in this Paragraph 3 to the same degree as Fire District assets.

G. Sale, Lease, Transfer or Encumbrance. The Fire District will not sell, lease, transfer or in any way encumber any of the property identified in this Paragraph 3 without the written consent of the City.

BONDED INDEBTEDNESS (No Current Bonds of either party would apply)

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 course of dealings between the parties.

8. BENEFITS **A.** 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.

9. ARBITRATION

A. In the event of a disagreement between the parties relating to the interpretation of the terms of this Agreement, the parties agree that such dispute shall be resolved by binding arbitration.

B. The arbitration shall be conducted by a panel of three (3) arbitrators selected from a list provided by the American Arbitration Association.

C. Each party shall appoint an arbitrator who shall not be employed or reside in _____ County, Washington.

D. The two arbitrators shall appoint a third arbitrator with the same qualifications.

E. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

10. REPORT **A.** The Fire Chief will provide the City with a copy of the District's biennial audit report.

11. OBLIGATIONS CONTINGENT.

A. The obligations of the parties under this Agreement are expressly contingent upon receipt of a favorable vote on annexation at the February 20XX .

B. Except as otherwise expressly provided in this Agreement, in the event that the annexation ballot proposition is not submitted to the voters in November 20XX, or in the event that the proposition is submitted and does not receive the favorable vote in both the District and the City that is required for annexation, this Agreement shall terminate and the parties shall have no further obligations under it. **C.** In the event that the annexation proposition is submitted and fails, the City and the District will continue to operate under the existing Joint Operating Agreement.

D. In the event the annexation proposition passes, the Joint Operating Agreement shall immediately terminate, and the parties hereto agree to waive the 180 day written notice of termination requirement set forth in the Agreement thereof, and intend to operate pursuant to the terms of this Agreement.

12. COSTS **A.** Each party agrees to bear and pay its own expenses in connection with the negotiation and implementation of this Agreement, including, but not limited to, its attorney fees and consultant fees.

13. INTEGRATED AGREEMENT **A.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be modified only by a written instrument signed by all parties hereto.

14. SEVERABILITY **A.** In the event that any section, sentence, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

15 LITIGATION

A. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for _____ County.

B. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney fees, in addition to any other award.

16. THIRD-PARTY RIGHTS

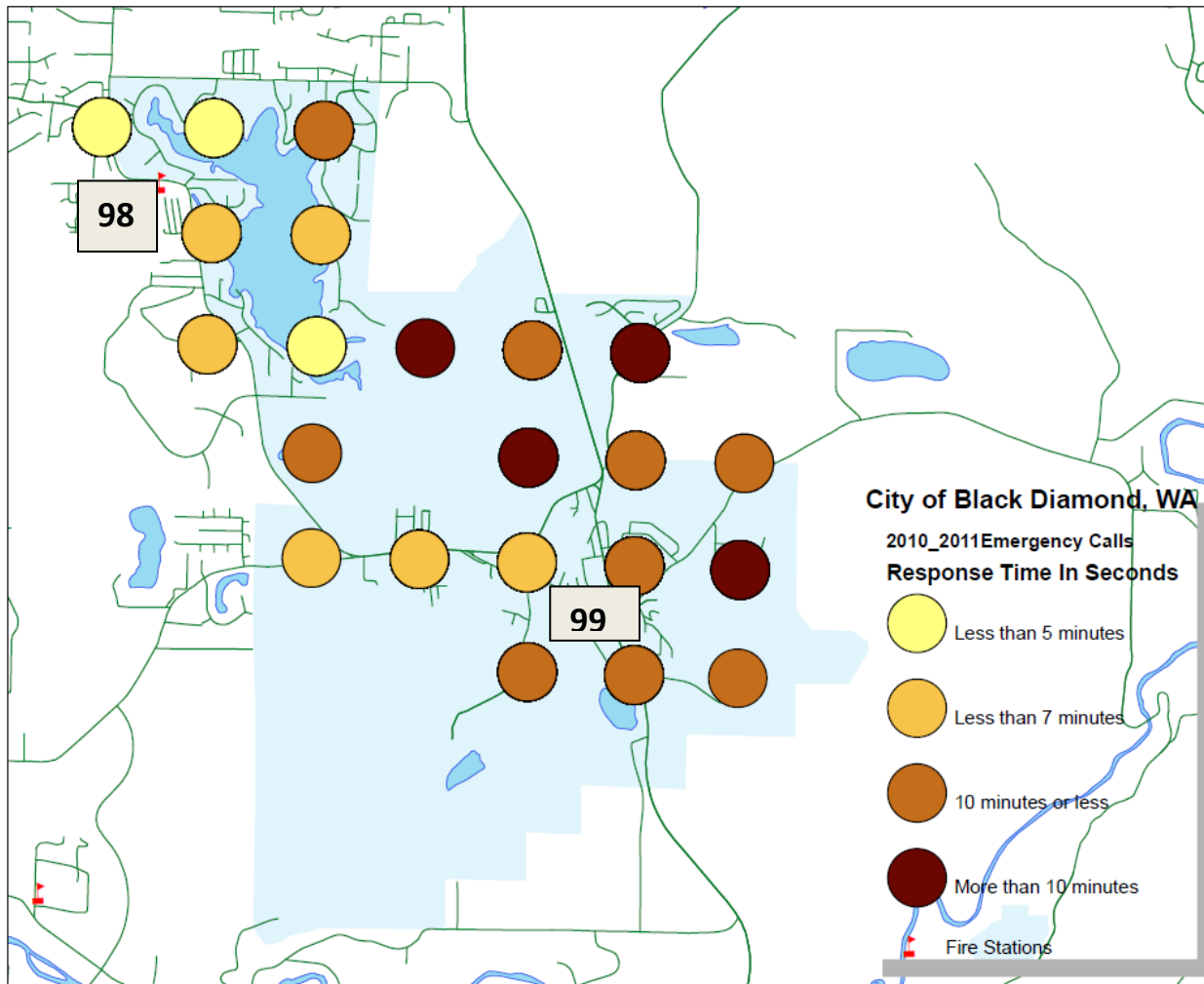
A. Anything to the contrary notwithstanding, nothing contained in this Agreement shall be interpreted to create third-party rights in any person or entity not a party thereto.

17. EFFECTIVE DATE **A.** This Agreement shall become effective upon approval and execution by both parties.

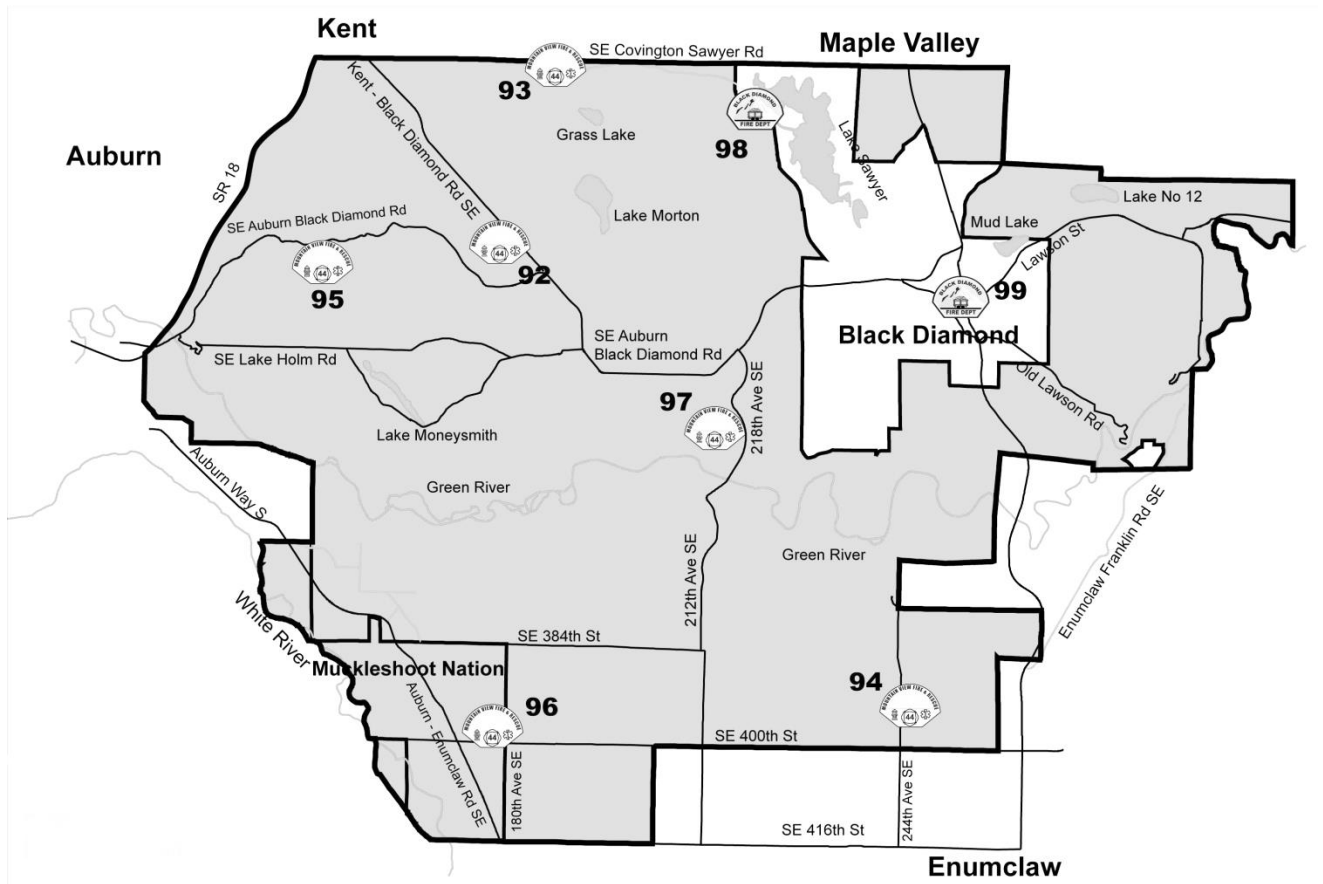
CITY OF _____ COUNTY FIRE PROTECTION DISTRICT NO. 3

Signature Page:

Appendix D Fire Station 99 Response study map



Appendix E Map of Service Area



ATTACHMENTS

Formation, Scope, Purpose of Fire Protection Joint Ad Hoc Committee: City of Black Diamond / Mountain View Fire and Rescue

February 2015 Annexation of Cities of Everson, Ferndale and Nooksack into Whatcom County Fire District 7: Various Documents

October 9, 2012 letter, City of Leavenworth Annexation into Chelan County Fire District 3

2012 Annexation of City of Milton into Pierce County Fire District 22: Various Documents



FIRE PROTECTION JOINT AD HOC COMMITTEE

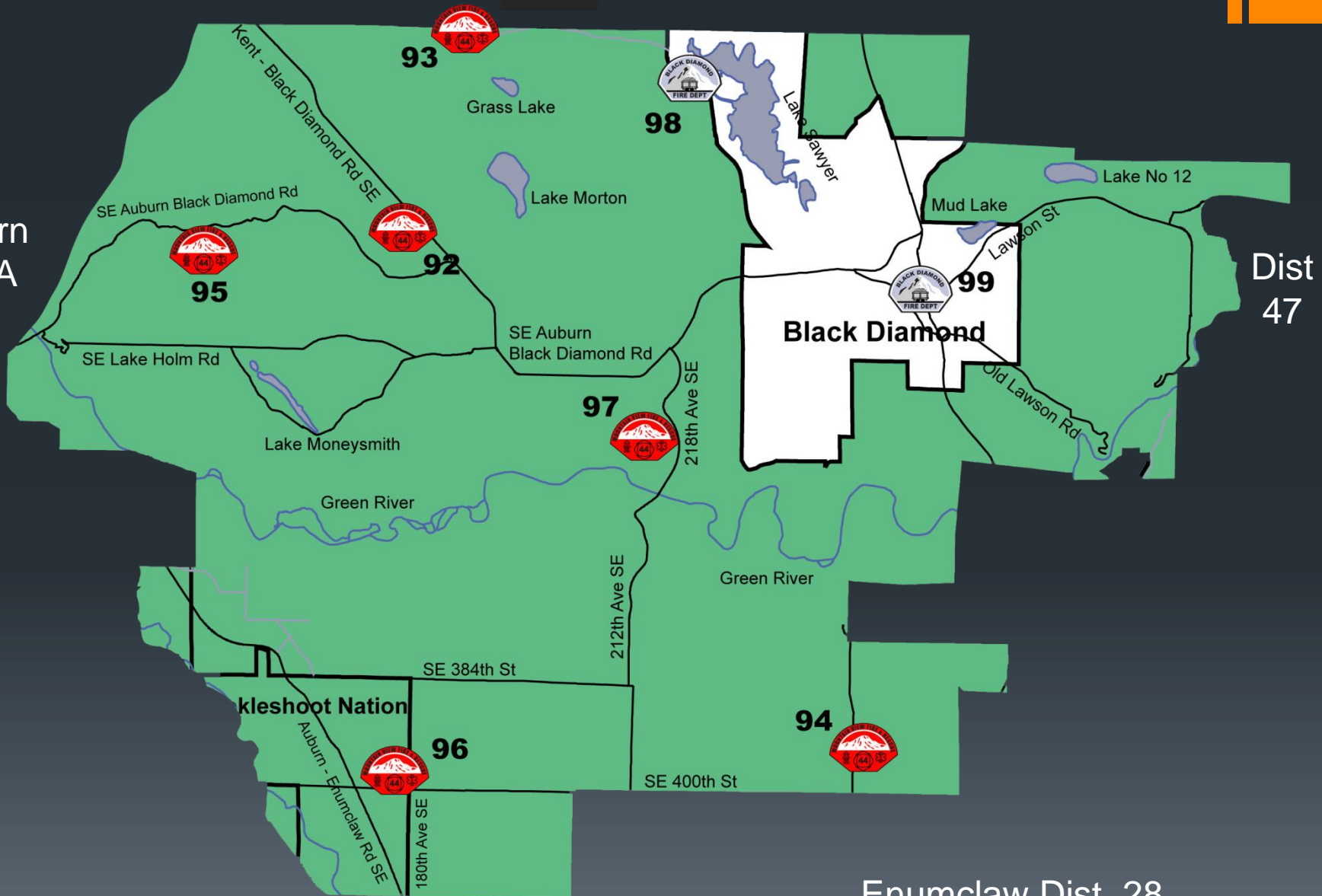
CITY OF BLACK DIAMOND
MOUNTAIN VIEW FIRE AND RESCUE

Service Area

Maple Valley

Kent

Auburn
VRFA

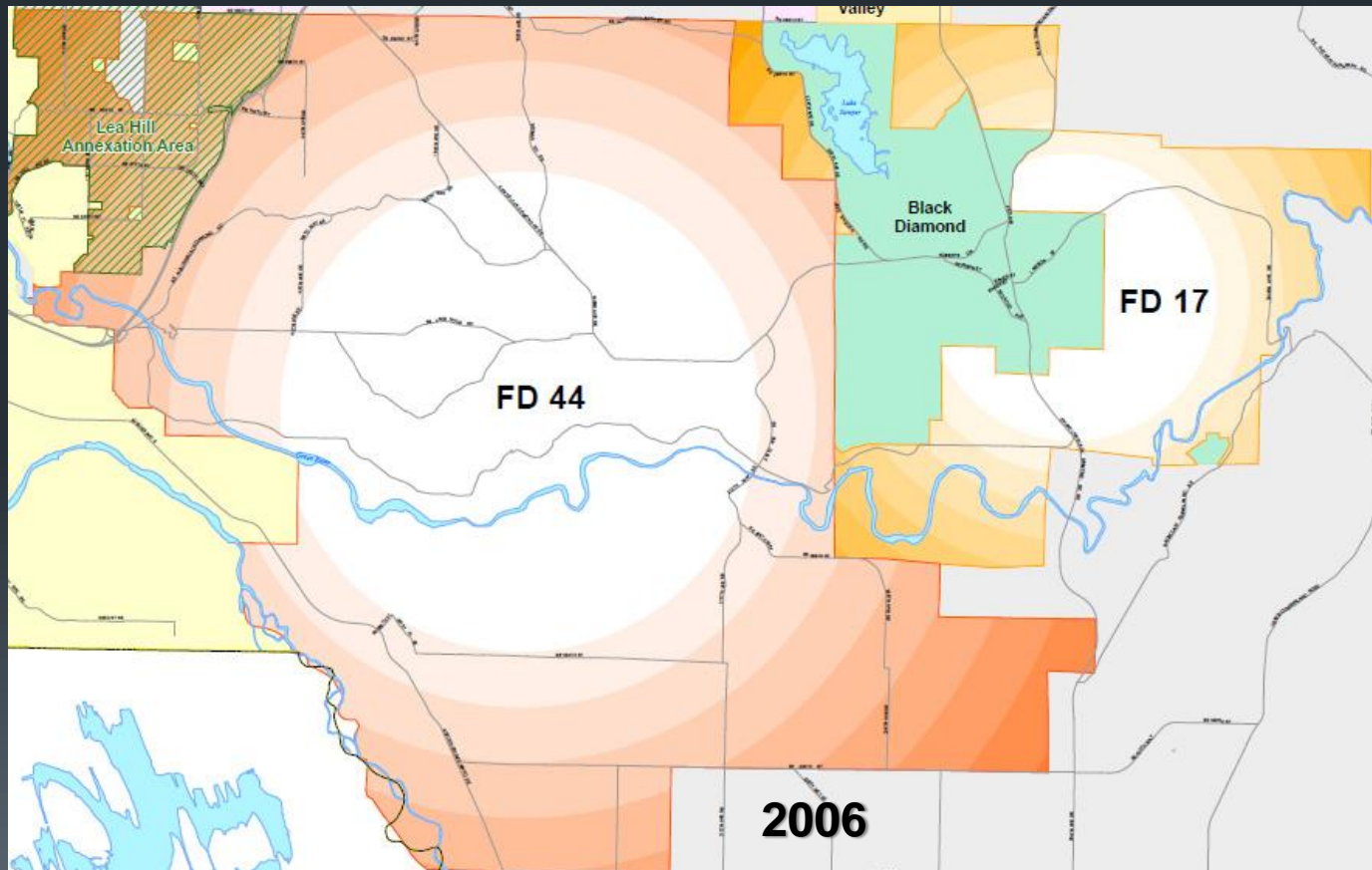


Dist
47

Enumclaw Dist. 28

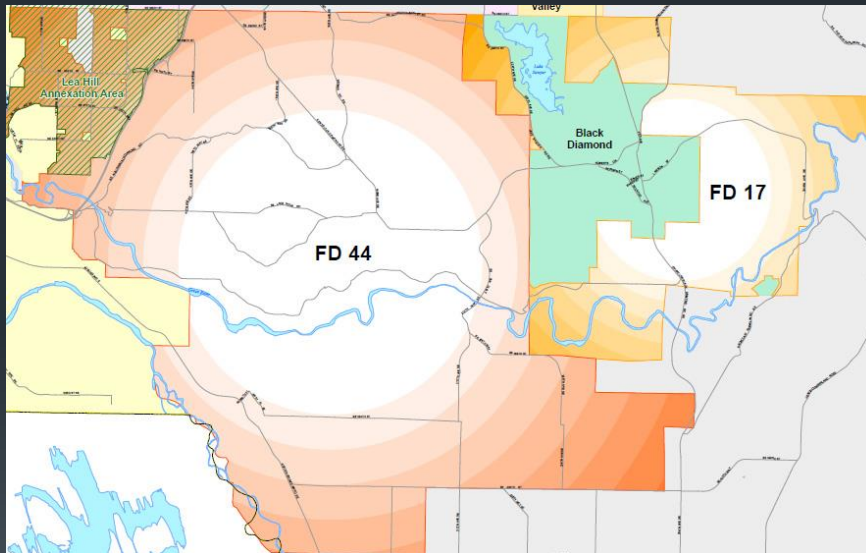
Interlocal Agreement

- MOUNTAIN VIEW HAS PROVIDED FIRE AND EMERGENCY MEDICAL AID SERVICES TO THE CITY OF BLACK DIAMOND SINCE 2006.

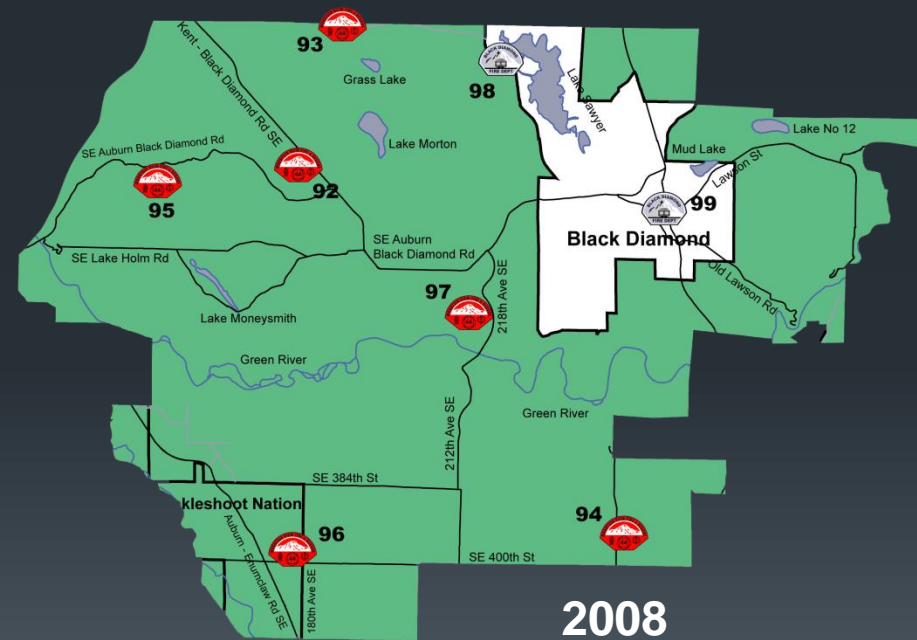


Interlocal Agreement

- IN 2008, FIRE DISTRICT 17 WAS MERGED INTO FIRE DISTRICT 44 AND THE AGREEMENT WAS AMENDED.



2006



2008

NOTE: THAT UNTIL 2002, DIST. 17 PROVIDED SERVICE TO CITY UNDER CONTRACT (ANNEXATION OF LAKE SAWYER)

March 8, 2013 City Retreat

Goal Summary and Acts to Implement

Fire Services

Problem/opportunity

- Long term funding – inability to meet the needs for staffing and capital
- Structural – do we continue with the current funding arrangement (funding and operations via an Interlocal Agreement) or look at alternatives?
- Consider impact fees in the equation when looking at structural options

Information needs for inclusion in the 2014 Budget process

- History – how did we get to where we are now
- Governance options with pros and cons, including cost impact on city budget
- Cost to citizens for each option

Executive-legislative team approach

- The Council indicated that they wished to have a team of the Mayor, appropriate staff and one or two members of the Council, possibly the Public Safety Committee, work together to refine governance options and the pros and cons for each.
- NOTE: Exploring service delivery models is NOT a City Council commitment to making a change - it is to explore options only.



MOUNTAIN VIEW/BLACK DIAMOND FIRE AND RESCUE
King County Fire District 44

32316 148th AVE SE Auburn, WA 98092 253 735 0284 info@kcfd44.org www.kcfd44.org

July 2, 2013

Black Diamond Council, Public Safety Committee
Black Diamond City Hall
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

At our regular Board of Fire Commissioners meeting June 9, 2013, Council Members Deady and Taylor spoke with the Board of Fire Commissioners inquiring if the Board would be interested in entering into discussions and exploration of the possibility of the City of Black Diamond being annexed into Fire District 44.

At the fire district 44 Board of Fire Commissioners meeting, June 23, 2013, the Board of Fire Commissioners discussed this question and with each of the members approving in an affirmative, support the concept of exploring annexation of the City into the Fire District as provided for in RCW 52.04.

Chief Smith will be the main point of contact for this process; two Commissioners will be assigned as committee members, should the City wish to form a committee to work on this issue.

James Farrell, Chair
KCFD 44 Board of Fire Commissioners

Gregory M. Smith
Fire Chief
KCFD44/Mountain View/Black Diamond Fire and Rescue

June 2013

August 2013

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT: Resolution No. 13-883, authorizing establishment of an ad hoc committee of the City Council with District #44 Board of Fire Commissioners to explore long-term fire protection and emergency medical service models	Agenda Date: August 1, 2013	
	AB13-060	
	Public Safety Chair – Tamie Deady	X
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
	PW/Ec. Dev. – Andy Williamson	
Cost Impact:	Police – Jamey Kiblinger	
Fund Source:	Court – Stephanie Metcalf	
Timeline:	Comm. Dev. – Stacey Welsh	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 13-883; Fire District Letter of Intent		
SUMMARY STATEMENT: The proposed resolution is being sponsored by the Public Safety Committee consisting of Councilmembers Taylor and Deady.		



INTRODUCTION

- **Creation of Ad Hoc Joint City Council Fire District Committee. That there is hereby created an Ad Hoc:**
- **Joint Committee of the City Council and King County Fire District No. 44 Fire Commissioners to be known as the FIRE PROTECTION JOINT AD HOC COMMITTEE and to be composed of two members of the City Council, nominated and appointed by the City Council, and two members of the Fire District Board of Fire Commissioners, nominated and appointed by the Board of Fire Commissioners.**



INTRODUCTION

- The purpose of the Fire Protection Joint Ad Hoc Committee will be:

To explore and study the viability, sustainability, and financial impact of various long-term fire protection models to provide fire protection and emergency medical services within the City, including, but not be limited to, the annexation of the City to the District.



INTRODUCTION

The Fire Protection Joint Ad Hoc Committee shall be constituted upon the appointment of all four members and shall thereupon meet and appoint a chair and establish a meeting schedule, order of business and, procedural rules. All meetings shall comply with the open public meetings act and shall be advertised by both the City and the District. The Fire Protection Joint Ad Hoc Committee will terminate upon completion of its report and recommendation to the City Council and the Board of Fire Commissioners



Washington State

- Fire Protection Models for Cities

CURRENT AND AVAILABLE FIRE SERVICE MODELS



LEGAL AUTHORITY

CONSTITUTION OF THE STATE OF WASHINGTON

- There actually is not a specific statute that provides that cities must provide fire protection services. However, as a practical matter, a city must provide some measure of fire protection. There are four possible methods to provide this fire protection. The first is through a **city's own department with its own personnel** . A second method is to **contract with another city or a fire protection district for fire protection services**. A third method is to **annex directly to a fire protection district** and a fourth is to establish a **regional fire protection authority**.
- For unincorporated areas, fire protection is provided by special districts and/or through interlocal and mutual aid agreements.



1.

- **City provides Fire Services (City Department)**
 - Personnel
 - Equipment
 - Facilities
- (Civil Service in City of Black Diamond)
- City Collects funding



2.

- Chapter 39.34 RCW
- **INTERLOCAL COOPERATION ACT**
- INTER LOCAL AGREEMENT
(CONTRACT FOR SERVICES)
- Personnel, Equipment and Facilities as per agreement.
- City collects funding and provides funding per agreement.



3.

- Title 52 RCW

FIRE PROTECTION DISTRICT

Fire Protection District Provides
Personnel
Equipment
Facilities

Collects operating funds (Contracts / Property Taxes / Other)

4

- Chapter 52.26 RCW
- ***REGIONAL FIRE PROTECTION SERVICE AUTHORITIES***
- Regional fire protection service authority" or "authority" means a municipal corporation, an independent taxing authority within the meaning of Article VII, section 1 of the state Constitution, and a taxing district within the meaning of Article VII, section 2 of the state Constitution, whose boundaries are coextensive with two or more adjacent fire protection jurisdictions and that has been created by a vote of the people under this chapter to implement a regional fire protection service authority plan.
- NEW LAYER OF GOVERNMENT

Ferndale Record

Seize the day (pass)
All rides. All Day. \$3.



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Ferndale Record News Fire District annexation vote Feb. 10

Search...

FIRE DISTRICT ANNEXATION VOTE FEB. 10

MARK REIMERS

Ferndale residents have opportunity to join district rolls with no net change to taxes

FERNDALE — Voters in Ferndale can decide whether to officially join Whatcom County Fire District 7 or to keep the status quo, in which the city provides fire service through a contract with the same district.

The change would mean no net change to the tax bills of residents, as the amount being taken off the city property tax would be replaced by the fire district's own standard levy, eliminating the city as a middle-man.

Both the Ferndale City Council and the fire district board of commissioners have signed off on the ballot measure, officially leaving it up to voters.

There are no interest groups opposed to the move. That is partly because of the technical nature of the move and also because there are some clear benefits. Those include allowing residents within Ferndale a chance to run or vote in the fire district commissioner races. In addition, city staff see the benefits of a more predictable city budget, since the district often has to charge the city as a contract user for shortfalls in its budget.

District 7 Fire Chief Gary Russell said some supporters from the fire district see the move as a chance to diversify the tax base with a more populated area like the City of Ferndale. That would also serve to blunt the effect of Cherry Point refineries, which have, in recent years, successfully appealed for lower tax assessments.

Fire service in Ferndale first began in 1910 and continued as a department through either the township or the city into the 1970s. At that point, the city department was dropped and a contract for services was formed with Whatcom Fire District 7.

For more information regarding the Feb. 10 ballot item, visit cityofferndale.org or wcfd7.org.

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CHAMBER OF COMMERCE
5683 2nd Avenue
Ferndale, WA 98248
(360) 384-3042
Bridging Commerce & Community

judd & black
Your Hometown Appliance Store!
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MARYSVILLE 360-659-0822 EVERETT 425-258-2591 LYNNWOOD 425-742-2233
LIQUIDATION CENTER 425-258-4557 SERVICE CENTER 425-258-4557
Mon-Fri 9-5:30 | Sat-Sun 9-5
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Seattle Times

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Mark Reimers

ARCHIVES

February 2015

January 2015

December 2014

ORDINANCE NO. 1848

AN ORDINANCE OF THE FERNDALE CITY COUNCIL STATING AN INTENT, PURSUANT TO RCW 52.04.061 ET SEQ., TO ANNEX TO AND JOIN WHATCOM COUNTY FIRE DISTRICT NO. 7, AND MAKING A FINDING THAT THE PUBLIC INTEREST WILL BE SERVED THEREBY, AUTHORIZING THE FILING OF A NOTICE OF INTENTION WITH THE WHATCOM COUNTY REVIEW BOARD, NOTIFYING THE WHATCOM COUNTY COUNCIL OF THE INTENT TO ANNEX PENDING FAVORABLE DECISION BY THE BOUNDARY REVIEW BOARD, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Ferndale and Whatcom County Fire District No. 7 have engaged in discussions concerning the potential annexation of the City to the District; and

WHEREAS, the City Council desires to initiate the process described in RCW 52.04.061 et seq. for annexation of the City to the District;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FERNDALE DO ORDAIN AS FOLLOWS:

Section 1: Intent to Annex/Finding of Public Interest. The City Council hereby states its intent to have the City annex to and join Whatcom County Fire District No. 7, subject to approval by the Whatcom County Boundary Review Board and the voters of the City and the District. The City Council finds that annexation of the City to Whatcom County Fire District No. 7 will serve the public interest of the citizens of Ferndale and the greater Ferndale area. The Board of Commissioners of Whatcom County Fire District No. 7 is hereby requested to concur in the annexation and to notify the Whatcom County Council so that an election may be called on the question, pending a favorable decision by Whatcom County Boundary Review Board.

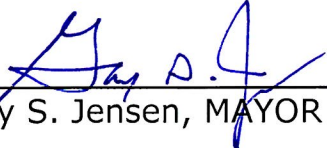
Section 2: Notice of Intent. The Mayor or his designee is hereby authorized to coordinate with Whatcom Fire District No. 7 to file a notice of intent with the Whatcom County Boundary Review Board seeking approval for annexation of the City to Whatcom County Fire District No. 7. The Mayor is further authorized to take all necessary steps to pursue approval of the

annexation by the Boundary Review Board in coordination with Whatcom County Fire District No. 7.

Section 3: Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the Council of the City of Ferndale, Washington, on this 21st day of July, 2014.

ATTEST:



Gary S. Jensen, MAYOR



Sam Taylor, CITY CLERK

Date: 7-23-2014

Whatcom County Fire District No. 7
P.O. Box 1599 Ferndale, WA 98248

City of Ferndale
P.O. Box 936, Ferndale, WA 98248; 2095 Main St.

Dear Boundary Review Board Members,

The City of Ferndale and Whatcom County Fire District No. 7 want to thank you for taking the time to consider our proposal for the City to annex into Whatcom County Fire District No. 7.

Since the 1950s, the District has provided fire protection services within Ferndale. The headquarters of the District is also within the City. However, this relationship has always been a contractual one.

With recent fluctuations in property valuations at our major industries at Cherry Point, the time has come for the City to simply annex into the District. This will mean no impact to taxpayers but it will basically take the City out as the middle man having to collect property taxes only to pay the Fire District for services.

The District will continue to provide the same stellar services it has to Ferndale for six decades.

Thank you again for your consideration.



Greg Young, City Administrator

City of Ferndale

Gary Russell, Chief

Whatcom County Fire District No. 7

NOTICE OF INTENTION

BOUNDARY REVIEW BOARD FOR WHATCOM COUNTY
600 Lakeway Drive
Bellingham, WA 98225
(360) 676-6749/1-800-585-6749

BRB FILE # _____

As required by RCW 36.93, a Notice of Intention is hereby submitted for: (Please place a checkmark in the appropriate box.)

1. ☒ The creation, incorporation, or change in boundary, other than a consolidation, of any city, town or special purpose district;
2. ☐ Consolidation of special purpose districts, but not including consolidation of cities and towns;
3. ☐ Dissolution or disincorporation of any city or town, or special purpose district, except a dissolution or disincorporation of a special purpose district dissolved or disincorporation of a special purpose district dissolved or disincorporated pursuant to the provisions of Chapter 36.96;
4. ☐ Assumption by any city or town of all or part of the assets, facilities or indebtedness of a special purpose district which lies partially within such city or town.
5. ☐ Establishment of or change in the boundaries of a mutual water and sewer system or separate sewer system by a water district pursuant to RCW 5708.065 or Chapter 57.40.40, as now or hereafter amended.
6. ☐ Establishment of or change in the boundaries of a mutual sewer and water system or separate water system by a sewer district pursuant to RCW 56.20.015 or Chapter 56.36, as now or hereafter amended.
7. ☐ Extension of permanent water or sewer service outside of its existing service area by a city, town or special purpose district. The service area of a city, town, or special purpose district shall include all of the area within its corporate boundaries plus a.) for extensions of water service the area outside of the corporate boundaries which it is designated to serve pursuant to a coordinated water system plan approved in accordance with RCW 70.116.050 and b.) for extensions of sewer service the area outside of the corporate boundaries which it is designated to serve pursuant to a comprehensive sewage plan approved in accordance with 36.94 and 90.48.110.

Name each ***Special Purpose District** having jurisdiction within the boundaries of the proposal area. **Please also provide the number of each District.**

Public Utility District 1 (360) 384-4288

	PRESENT	PROPOSED
Sewers:	<u>City of Ferndale</u>	<u>City of Ferndale</u>
Water:	<u>City of Ferndale, PUD 1</u>	<u>City of Ferndale, PUD 1</u>
Fire:	<u>WCFD 7</u>	<u>WCFD 7</u>
Police:	<u>City of Ferndale</u>	<u>City of Ferndale</u>
Other(s):	<u>n/a</u>	<u>n/a</u>

***Special Purpose District** means any sanitary district, sewer district, water district, fire protection district, drainage improvement, district, draining and diking improvement district, flood control zone district, irrigation district, metropolitan park district, drainage district, public utility district, engaged in water distribution water distribution district.

In addition to the Spokesperson for the Petitioner, the following other person(s) (attorney, etc.) shall receive communication regarding this proposal:

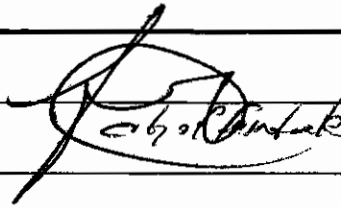
No. of signatures on Petition: _____

Initiator (Government entity/Special Purpose District):

Address:

Telephone:

Signature of Authorized Signatory:



Legislative Body Action on:

Other:

RECEIVED THIS _____ DAY OF _____, 20____

BY: _____

3. Services

- A. Municipal services existing now to area:
- B. Municipal services to be provided:
- C. Effects of ordinance, government codes, regulation on existing use:
- D. Costs of adequate governmental services and controls in the area:
- E. Prospects of governmental services from other sources:
- F. Need for such services from other sources:
- G. Effect of finances, debt structure, and contractual obligations and rights of all affected governmental units:
- H. Effect of the proposal or alternative on adjacent area, on social interests, and on the local governmental structure of the county.

Whatcom County Fire Protection District No. 7

Post Office Box 1599 * Ferndale, Washington 98248 * (360) 384-0303

Resolution 2014-1009-01

A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7 CONCURRING WITH THE CITY COUNCIL OF THE CITY OF FERNDAL, ORDINANCE NO. 1848 APPROVING INITIATION OF THE ANNEXATION OF THE CITY OF FERNDAL INTO WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7.

WHEREAS, the City Council of the CITY OF FERNDAL (the "City") passed Ordinance 1848 on July 21, 2014 (the "Ordinance") pursuant to RCW 52.04.061, which ordinance expressed the City's interest in seeking to join and annex into WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7 (the "District") and found that the public interest would be best served by the annexation of the City into the District; and

WHEREAS, the District was officially presented with the Ordinance seeking annexation by the City at the regular Board of Fire Commissioners meeting on August 14, 2014, after which the Board of Fire Commissioners acknowledged and transmitted a letter of receipt of such Ordinance to the City; and

WHEREAS, pursuant to RCW 52.04.061, and after holding a public hearing at 7:00 pm on September 8, 2014 for the expressed issue of the City's request for annexation into the District where members of the general public and department members were welcome to attend and give testimony regarding the annexation request from the City; and

WHEREAS, the Board of Fire Commissioners of the District considered and discussed the annexation request, staff recommendations, the public's testimony and debate that followed in the September 11, 2014 regular monthly meeting of the Board of Fire Commissioners; and

WHEREAS, at the September 11, 2014 regular monthly meeting the District's Board of Fire Commissioners determined that the annexation of the City into the District was in the public interest and authorized, by motion, the District's staff to prepare a resolution concurring with the City's Ordinance seeking annexation into the District.

NOW THEREFORE, BE IT RESOLVED, that pursuant to RCW 52.04.061 the Board of Fire Commissioners of Whatcom County Fire Protection District No. 7, hereby concurs with the City of Ferndale's Ordinance 1848 seeking annexation into Whatcom County Fire Protection District No. 7, which has been determined to be in the public best interest, and be it further resolved that notification of such concurrence shall be transmitted to the legislative authority of Whatcom County by Whatcom County Fire Protection District No. 7.

Whatcom County Fire Protection District No. 7

Post Office Box 1599 * Ferndale, Washington 98248 * (360) 384-0303

Resolution 2014-1009-01

A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7 CONCURRING WITH THE CITY COUNCIL OF THE CITY OF FERNDAL, ORDINANCE NO. 1848 APPROVING INITIATION OF THE ANNEXATION OF THE CITY OF FERNDAL INTO WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7.

WHEREAS, the City Council of the CITY OF FERNDAL (the "City") passed Ordinance 1848 on July 21, 2014 (the "Ordinance") pursuant to RCW 52.04.061, which ordinance expressed the City's interest in seeking to join and annex into WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7 (the "District") and found that the public interest would be best served by the annexation of the City into the District; and

WHEREAS, the District was officially presented with the Ordinance seeking annexation by the City at the regular Board of Fire Commissioners meeting on August 14, 2014, after which the Board of Fire Commissioners acknowledged and transmitted a letter of receipt of such Ordinance to the City; and

WHEREAS, pursuant to RCW 52.04.061, and after holding a public hearing at 7:00 pm on September 8, 2014 for the expressed issue of the City's request for annexation into the District where members of the general public and department members were welcome to attend and give testimony regarding the annexation request from the City; and

WHEREAS, the Board of Fire Commissioners of the District considered and discussed the annexation request, staff recommendations, the public's testimony and debate that followed in the September 11, 2014 regular monthly meeting of the Board of Fire Commissioners; and

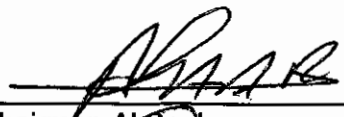
WHEREAS, at the September 11, 2014 regular monthly meeting the District's Board of Fire Commissioners determined that the annexation of the City into the District was in the public interest and authorized, by motion, the District's staff to prepare a resolution concurring with the City's Ordinance seeking annexation into the District.

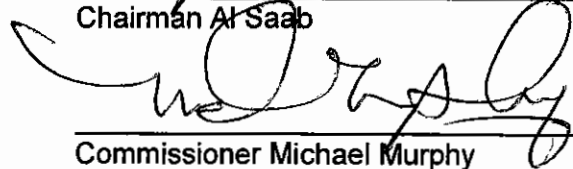
NOW THEREFORE, BE IT RESOLVED, that pursuant to RCW 52.04.061 the Board of Fire Commissioners of Whatcom County Fire Protection District No. 7, hereby concurs with the City of Ferndale's Ordinance 1848 seeking annexation into Whatcom County Fire Protection District No. 7, which has been determined to be in the public best interest, and be it further resolved that notification of such concurrence shall be transmitted to the legislative authority of Whatcom County by Whatcom County Fire Protection District No. 7.


Approved at the regular board meeting of the Board of Fire Commissioners, Whatcom County
Fire Protection District No. 7, this 9th day of October 2014.

Attested by:


Patty R. Markel, Board Secretary


Chairman Al Saab


Commissioner Michael Murphy


Commissioner Gerald Metzger

ORDINANCE NO. 1848

**AN ORDINANCE OF THE FERNDALE CITY COUNCIL STATING AN
INTENT, PURSUANT TO RCW 52.04.061 ET SEQ., TO ANNEX TO AND
JOIN WHATCOM COUNTY FIRE DISTRICT NO. 7, AND MAKING A
FINDING THAT THE PUBLIC INTEREST WILL BE SERVED THEREBY,
AUTHORIZING THE FILING OF A NOTICE OF INTENTION
WITH THE WHATCOM COUNTY REVIEW BOARD, NOTIFYING THE
WHATCOM COUNTY COUNCIL OF THE INTENT TO
ANNEX PENDING FAVORABLE DECISION BY THE BOUNDARY REVIEW
BOARD, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City of Ferndale and Whatcom County Fire District No. 7 have engaged in discussions concerning the potential annexation of the City to the District; and

WHEREAS, the City Council desires to initiate the process described in RCW 52.04.061 et seq. for annexation of the City to the District;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FERNDALE DO
ORDAIN AS FOLLOWS:**

Section 1: Intent to Annex/Finding of Public Interest. The City Council hereby states its intent to have the City annex to and join Whatcom County Fire District No. 7, subject to approval by the Whatcom County Boundary Review Board and the voters of the City and the District. The City Council finds that annexation of the City to Whatcom County Fire District No. 7 will serve the public interest of the citizens of Ferndale and the greater Ferndale area. The Board of Commissioners of Whatcom County Fire District No. 7 is hereby requested to concur in the annexation and to notify the Whatcom County Council so that an election may be called on the question, pending a favorable decision by Whatcom County Boundary Review Board.

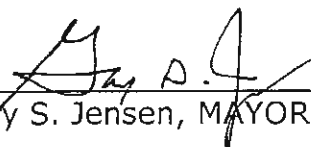
Section 2: Notice of Intent. The Mayor or his designee is hereby authorized to coordinate with Whatcom Fire District No. 7 to file a notice of intent with the Whatcom County Boundary Review Board seeking approval for annexation of the City to Whatcom County Fire District No. 7. The Mayor is further authorized to take all necessary steps to pursue approval of the

annexation by the Boundary Review Board in coordination with Whatcom County Fire District No. 7.

Section 3: Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the Council of the City of Ferndale, Washington, on this 21st day of July, 2014.

ATTEST:



Gary S. Jensen, MAYOR



Sam Taylor, CITY CLERK

Date: 7-23-2014

ATTACHMENT A

Review of Factors and Objectives

1. General background of the reasons for seeking the proposed action.

The City of Ferndale has had a robust partnership with Whatcom County Fire District No. 7 since 1957 when the City retired its own fire department and began contracting for services with WCFD No. 7.

This relationship has gone very well for nearly 60 years.

The contract between the two entities calls for the City to pay the district an amount equal to the property tax levy rate calculated by the Whatcom County Assessor's Office for the district multiplied by the City's assessed valuation of taxable property.

Because the City does not have its own fire service and contracts for services, Ferndale is able to levy a higher property tax rate than it otherwise would be able to were the City within the district. The additional amount levied allows the City to pay the District for services. Over the last several years, however, there has been a substantial increase in that payment that has been unforeseen by both the City and the District, largely due to property value decreases in the District's service area.

Property taxes are budget based. For example, if a government has a property tax budget of \$1 million, the Assessor's Office takes that much budget needed and divides it by the total valuation of all property within that government's boundaries. The greater the valuation, the less money it takes from each individual property to pay that \$1 million. When property values decline, however, it takes more money from each property to pay the same amount of tax. What is happening is that the levy rate is increasing per \$1,000 of assessed value.

Over the last several years, the economic recession has greatly impacted property values in the county. A reduction in values, most especially the major industrial properties at Cherry Point, means that more property tax must be collected from all properties to pay the same amount of budget for the Fire District. It ends up increasing the levy rate, meaning Ferndale's bill to the District is also increasing.

We are now at a crucial tipping point where the amount of tax levied is not necessarily able to accommodate the growth in the City's bill owed to the District. Again, to be very clear, this is out of the control of the District. Per the contract, Ferndale is charged for services based on the levy rate calculated by the Assessor, and it's all tied to property values in the District.

Unfortunately, also, this levy rate is generally not finalized before the City is required to adopt its annual budget each year. That means the City is basically in the dark about the true cost of the fire contract each year. Some of the rate increases have been truly shocking – including one year where costs went up 17 percent due to a drastic decrease in the property values of Cherry Point industries.

Annexing into the Fire District has benefits for both the City and the District.

For both entities, annexing the City in to the District will have absolutely no impact on the property tax bill of property owners. That's because once Ferndale is annexed in, the amount of additional property tax it is levying will go away, and the Fire District will be able to assess that additional amount.

This will have the effect of ensuring the District's budget is kept whole and property tax payers will see no net change in their property tax bill due to this annexation.

For the City, no longer paying the Fire District directly for services will mean being able to not have to worry about billing for services and not really knowing what that bill will be until after the City's budget is adopted.

For Ferndale voters, it will also be more direct control over fire services, as now the community does not have the opportunity to participate in Fire District elections. City residents would also have the chance to serve on WCFD No. 7's Board of Commissioners.

The Fire District will see a benefit of additional bonding capacity because more property will be included in its total valuation. This can be helpful as the District engages in long-term planning to ensure it has crucial facilities and equipment necessary to keep properties and residents of the District safe.

The District will also not have to worry about invoicing the City any longer for crucial funding and will simply receive property tax directly for providing service within Ferndale. The District will also see an increase in the diversity of voters with the addition of City voters who may also have the opportunity participate on the District Board of Commissioners.

2. Review of the factors to be considered by the Boundary Review Board as they effect this proposed action.

A. Population and Territory.

The City of Ferndale's population is estimated at 12,710 according to the April 1, 2014 Washington State Office of Financial Management population projects.

The territory comprises the entire City of Ferndale, per Exhibit A.

B. Land Area and Land Use.

The City of Ferndale includes approximately 4,600 acres and four primary land use designations – Residential (High, Medium and Low Density), Commercial, Industrial and Public.

Nearly 2/3 of Ferndale's 12,700 residents live in the northwestern portion of the City in and around Main Street, Church Road, Thornton Road, and Vista Drive. Additional populations live along Portal Way, LaBounty Drive and within the Downtown core.

Employment centers are based within the Downtown Core, along Main Street east of the Nooksack River, along Portal Way, Pacific Highway, LaBounty Drive and between Sunset Drive and Slater Road.

Significant additional employment is within Ferndale's unincorporated Urban Growth Area at Grandview Road.

C. Comprehensive Use Plans & Zoning (including attachments):

The City's four major land use elements (see attached Comprehensive Plan maps) are split into sixteen unique zones (see attached Zoning maps). These land use and zoning designations generally reflect the existing conditions described in (B), above.

D. Assessed Valuation

The City of Ferndale's valuation is \$1,122,838,797 in 2014 according to the Whatcom County Assessor's 2014 Tax Book.

E. Topography, natural boundaries and drainage basins.

The majority of the City of Ferndale east of the Nooksack River is flat, draining generally to the southwest towards Tenant Lake and ultimately into the Nooksack River and Bellingham Bay – part of the Silver/Nooksack Channel & Delta Watershed. Certain areas in close proximity to the Nooksack River at Interstate Five drain north to the river itself and are part of the Ten Mile Watershed.

North of the Nooksack River and east of Interstate Five (generally along Portal Way) is also flat, draining generally to the south through Whiskey Creek and its tributaries before entering the Nooksack. These areas are part of the Lower Mainstem Nooksack Watershed.

Lands within the City limits west of the Nooksack River are dominated by rolling topography and significant hills. These lands drain through the Lummi Bay watershed.

Portions of the City's northern Urban Growth Area maintain this rolling topography, which generally slopes to the north and the Grandview area. These lands are associated with the Drayton Harbor watershed.

The most significant natural boundary is the Nooksack River, a boundary that acts as the limits of the City in certain locations.

F. Proximity to other populated areas.

Ferndale is approximately 5 miles north of the city limits of the City of Bellingham on Interstate 5 and approximately 12 miles south of the city limits of the City of Blaine to the north. Ferndale, while not annexed into the Fire District now, is served by the District through a contractual arrangement and is the only incorporated City within its service area.

G. Existence and preservation of prime agricultural soils and productive agricultural uses.

The majority of soils within the City of Ferndale have significant clay deposits and are not well-suited for agriculture. This is reflected in current and historic use. Certain lands in the northeastern portion of the

City include soils frequently associated with agriculture, but there are no productive agricultural uses of measurable size in this area at this time, or in the recent past.

H. Likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next ten years.

While it is unlikely that unincorporated areas will experience significant growth, the City of Ferndale itself is expected to grow by nearly 7,000 people by 2036 – or roughly 3,000 people within the next ten years, if the City’s annual growth rate is to continue.

It is generally expected that Ferndale will exceed the average rate of increase for both population and employment into the future, as the relative affordability of Ferndale land combined with proximity to transportation corridors and the City of Bellingham contribute to increased development.

I. Location and most desirable future location of community facilities.

The majority of existing and future community facilities is within close proximity to existing and planned population centers – generally along Thornton, Church, Main, Vista. The City of Ferndale anticipates that future parks will be constructed in and around these areas. The Ferndale School District does not plan to increase the number of elementary or middle schools within the time period, and has sought community support for a new high school on the existing campus, replacing the current high school. Fire stations are relatively evenly distributed, including a station at the northeast intersection of Grandview and Enterprise Roads (outside of City limits), a station at Church Road, a station at Washington Avenue, and a station at Northwest Avenue (outside of City limits).

3. Services

A. Municipal services existing now to area:

The City of Ferndale provides water, sewer and stormwater utilities within its boundaries.

B. Municipal services to be provided:

The City of Ferndale improves, upgrades and expands its municipal services pursuant to its adopted Comprehensive Plan.

C. Effects of ordinance, government codes, regulation on existing use:

There are no statutes prohibiting the cities services from being used for district fire services. The district currently uses City utilities for fire services.

D. Costs of adequate governmental services and controls in this area:

E. Prospects of governmental services from other sources:

The City of Ferndale will continue to provide utility services within its boundaries.

F. Need for such services from other sources:

There is no need for other sources to provide City utilities.

G. Effect of finances, debt structure, and contractual obligations and rights of all affected governmental units:

The City being annexed into the Fire District will in no way impact Ferndale's existing debt structure or finances. Property taxes collected by the City now (which pay for fire service), will simply be directly collected by the Fire District. This annexation will not have an adverse impact on the Fire District as the City is already being provided services by the District through an interlocal agreement.

H. Effect of proposal or alternative on adjacent area, on social interests, and on local government structure of the county.

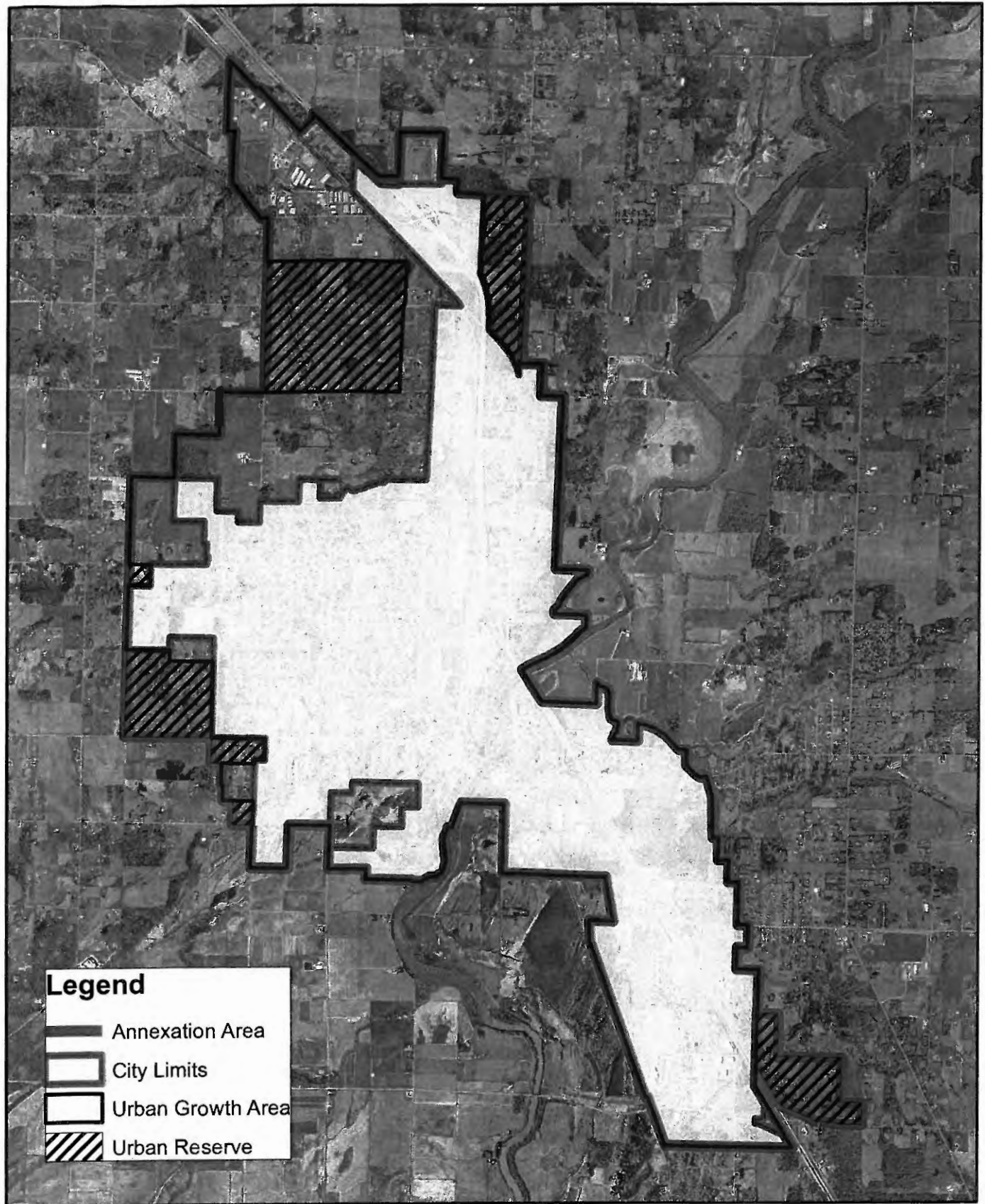
This annexation will benefit the community by ensuring City residents now have the ability to participate in the elections of the Fire District Commission. City residents will now also be able to run for Commission seats and be able to directly participate in the decisions regarding the important fire services provided to them.

OBJECTIVES OF THE BOUNDARY REVIEW BOARD





Please describe which objectives of RCW 36.93.180 this proposal meets and which objectives this proposal does not meet. Give your reasons for each of the objectives chosen.

Creation and preservation of logical service areas:

This annexation simply preserves the existing relationship between the City of Ferndale and Whatcom County Fire District No. 7. The District already provides fire services to this area and there are two fire stations within the City limits, including the District's headquarters.



Legend

-  Annexation Area
-  City Limits
-  Urban Growth Area
-  Urban Reserve



Map Date: October 1, 2014

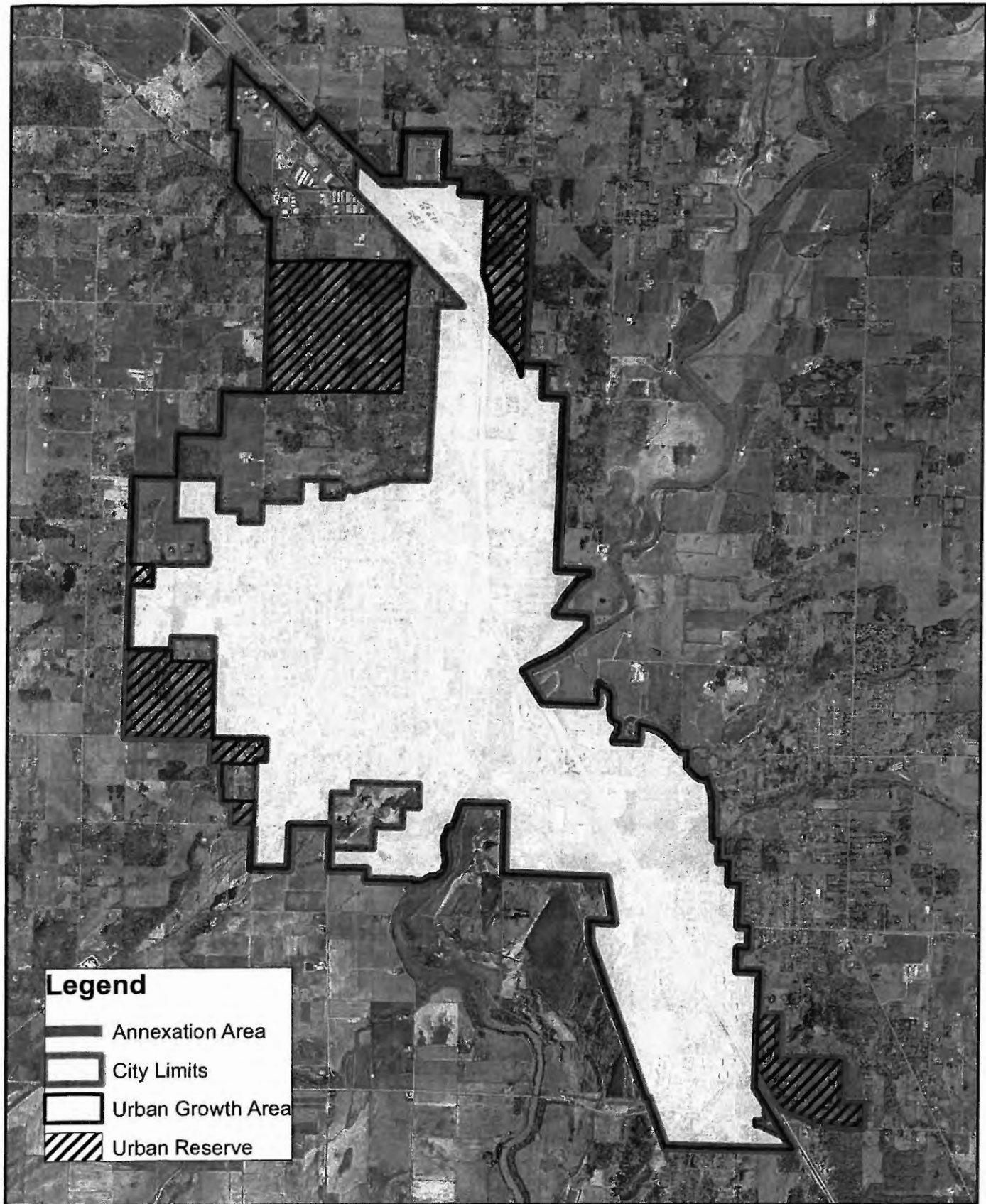
Annexation Area Ferndale City Limits & UGA City of Ferndale, WA

0 900 1,800 3,600 5,400 7,200
Feet

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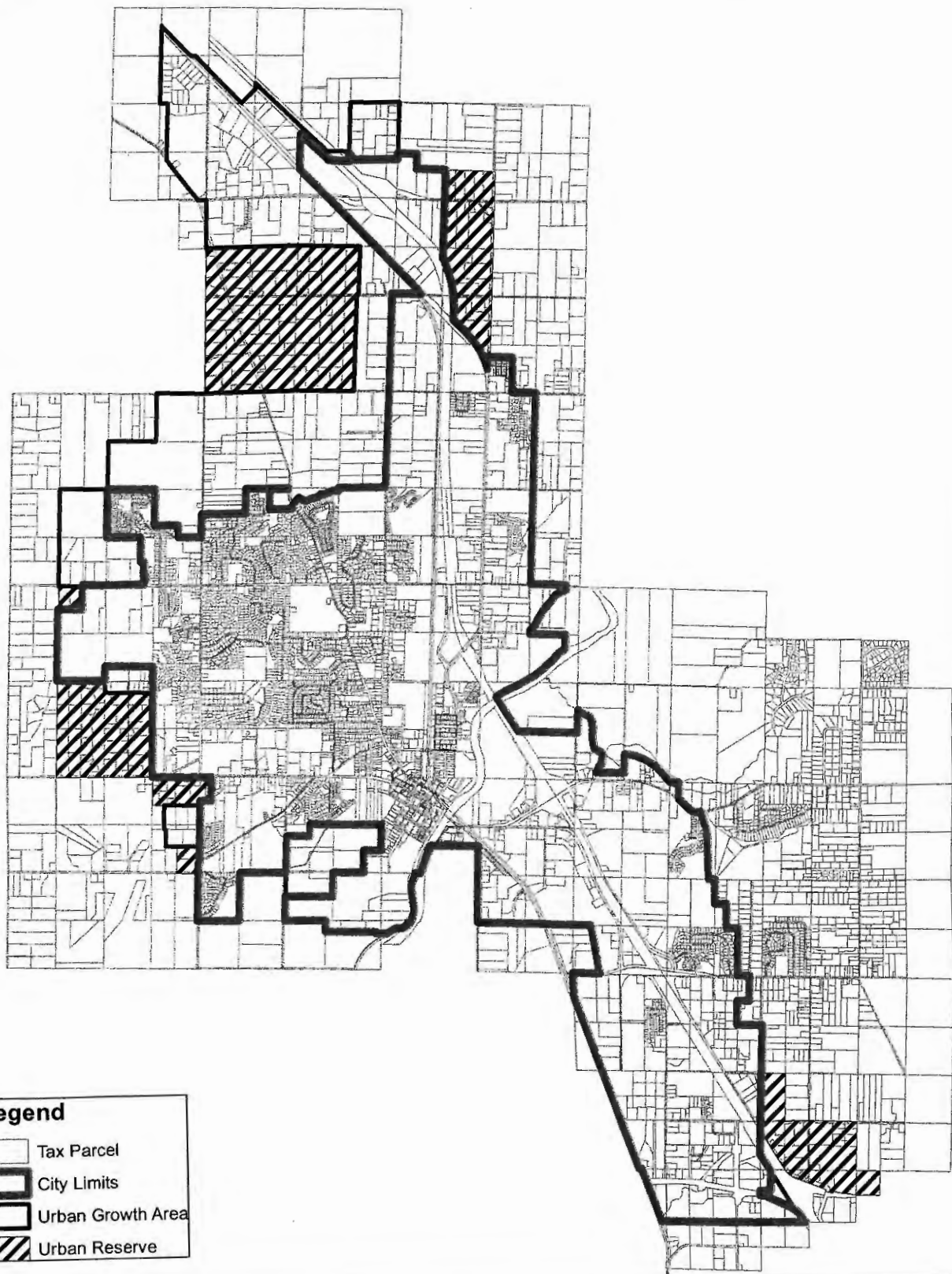
Map Date: October 1, 2014

Annexation Area Ferndale City Limits & UGA City of Ferndale, WA





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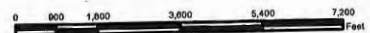
Legend

-  Tax Parcel
-  City Limits
-  Urban Growth Area
-  Urban Reserve



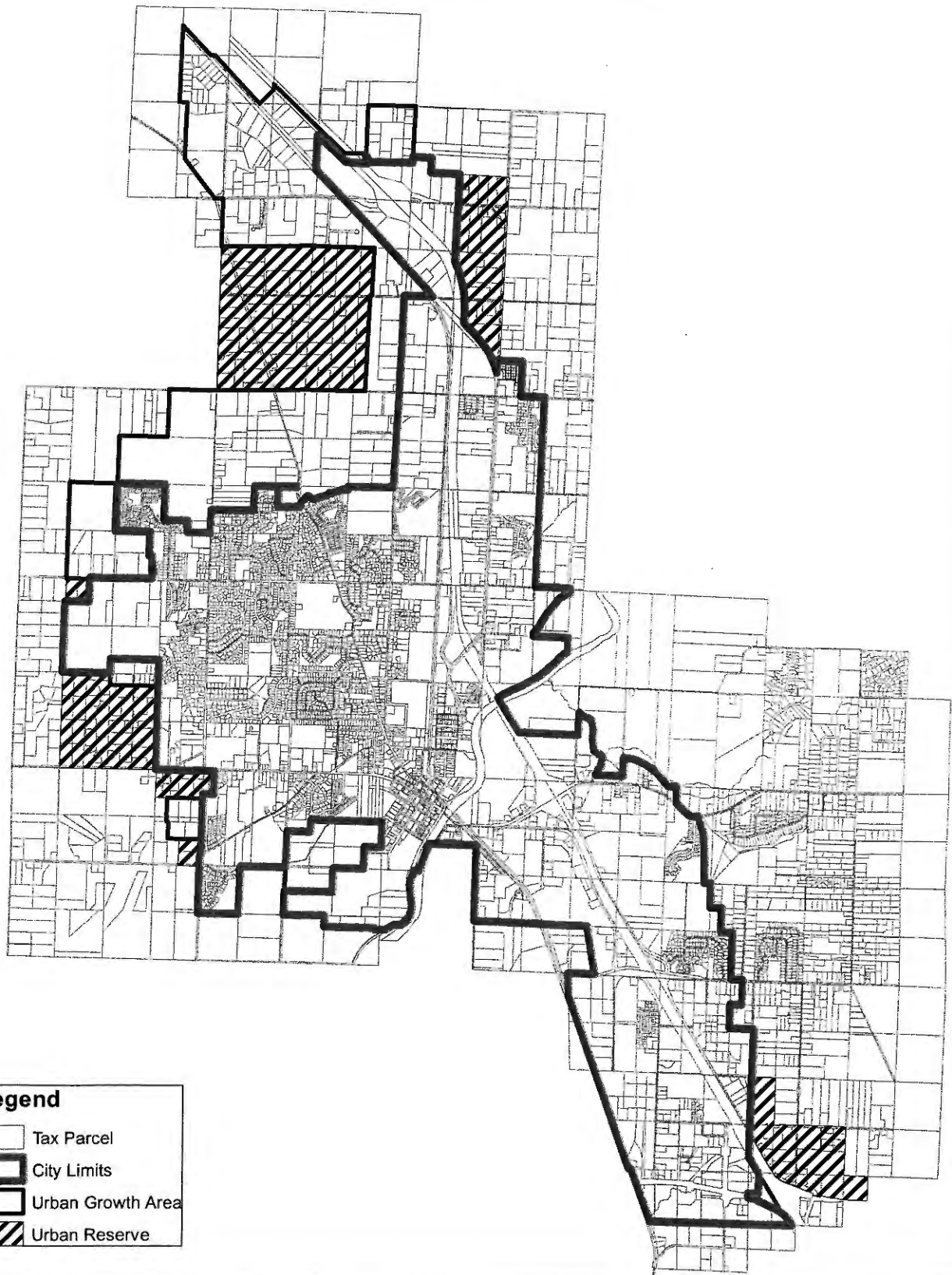
Map Date: October 1, 2014





Annexation Area **Assessor's Tax Parcel Map** City of Ferndale, WA



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- Legend**
-  Tax Parcel
 -  City Limits
 -  Urban Growth Area
 -  Urban Reserve



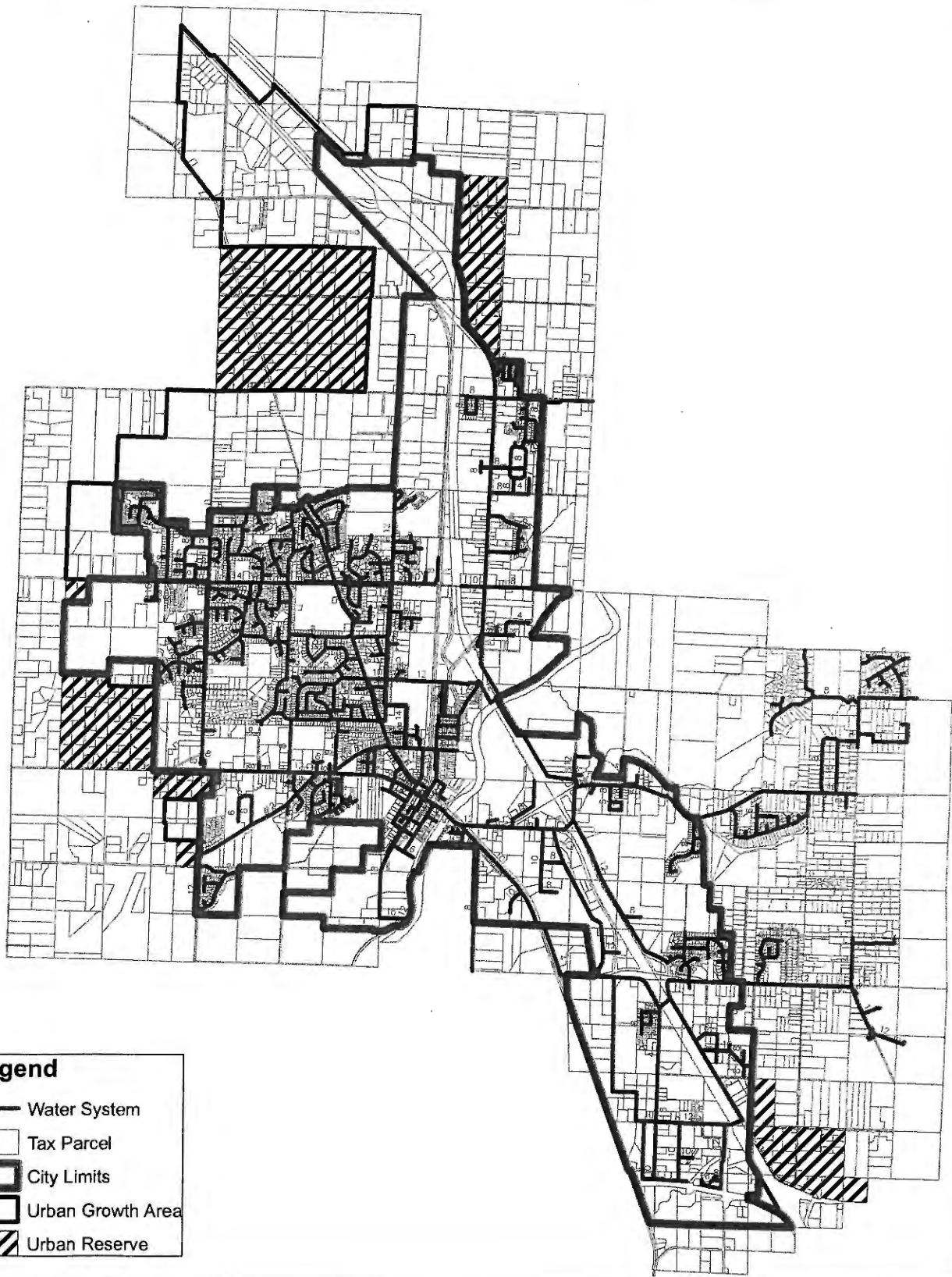
Map Date: October 1, 2014

Annexation Area Assessor's Tax Parcel Map City of Ferndale, WA






0 900 1,800 3,600 5,400 7,200 Feet

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Legend

-  Water System
-  Tax Parcel
-  City Limits
-  Urban Growth Area
-  Urban Reserve



Map Date: October 1, 2014

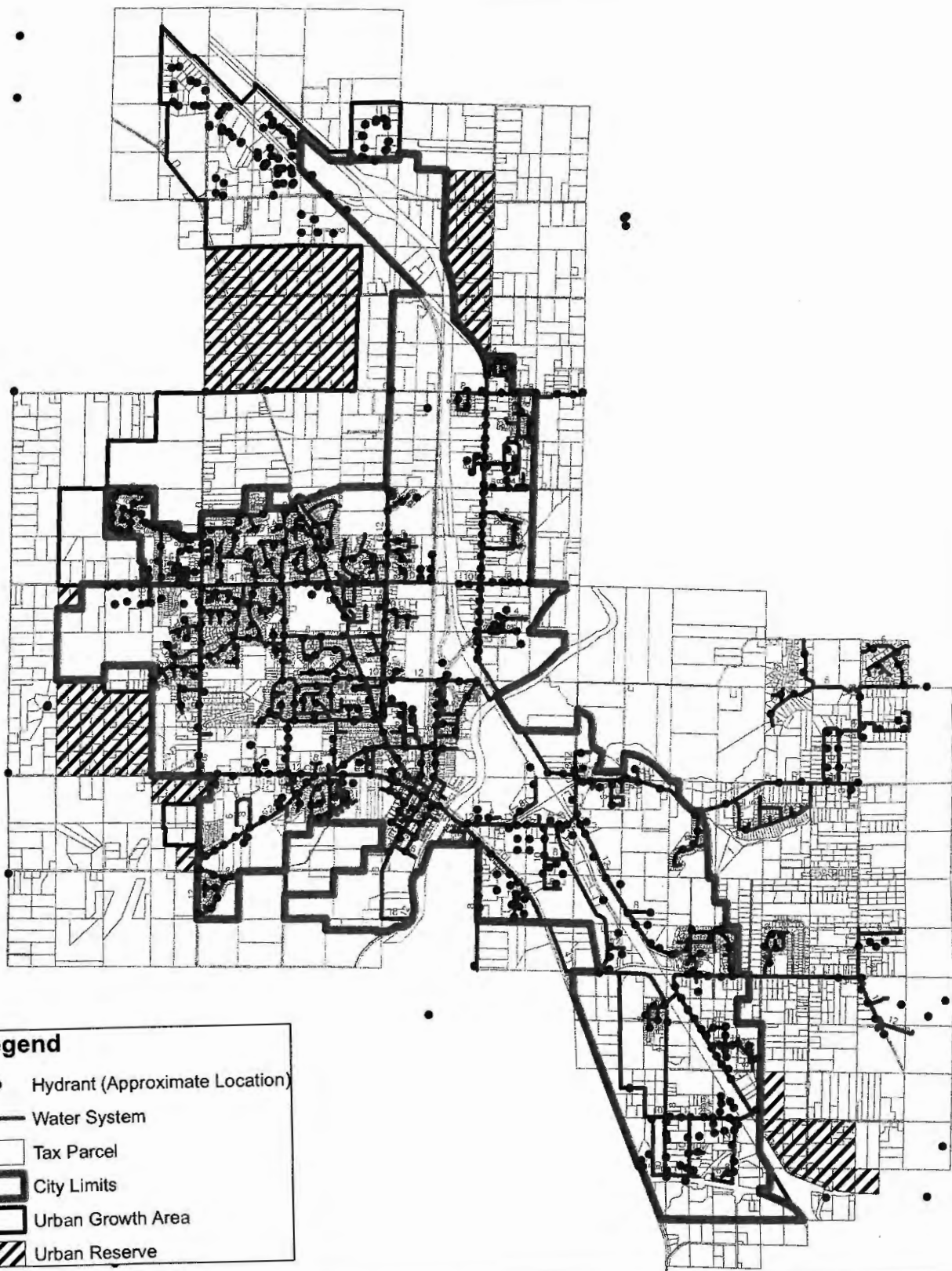
Annexation Area Water Service City of Ferndale, WA

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Legend

- Hydrant (Approximate Location)
- Water System
- Tax Parcel
- ▬ City Limits
- ▨ Urban Growth Area
- ▨ Urban Reserve



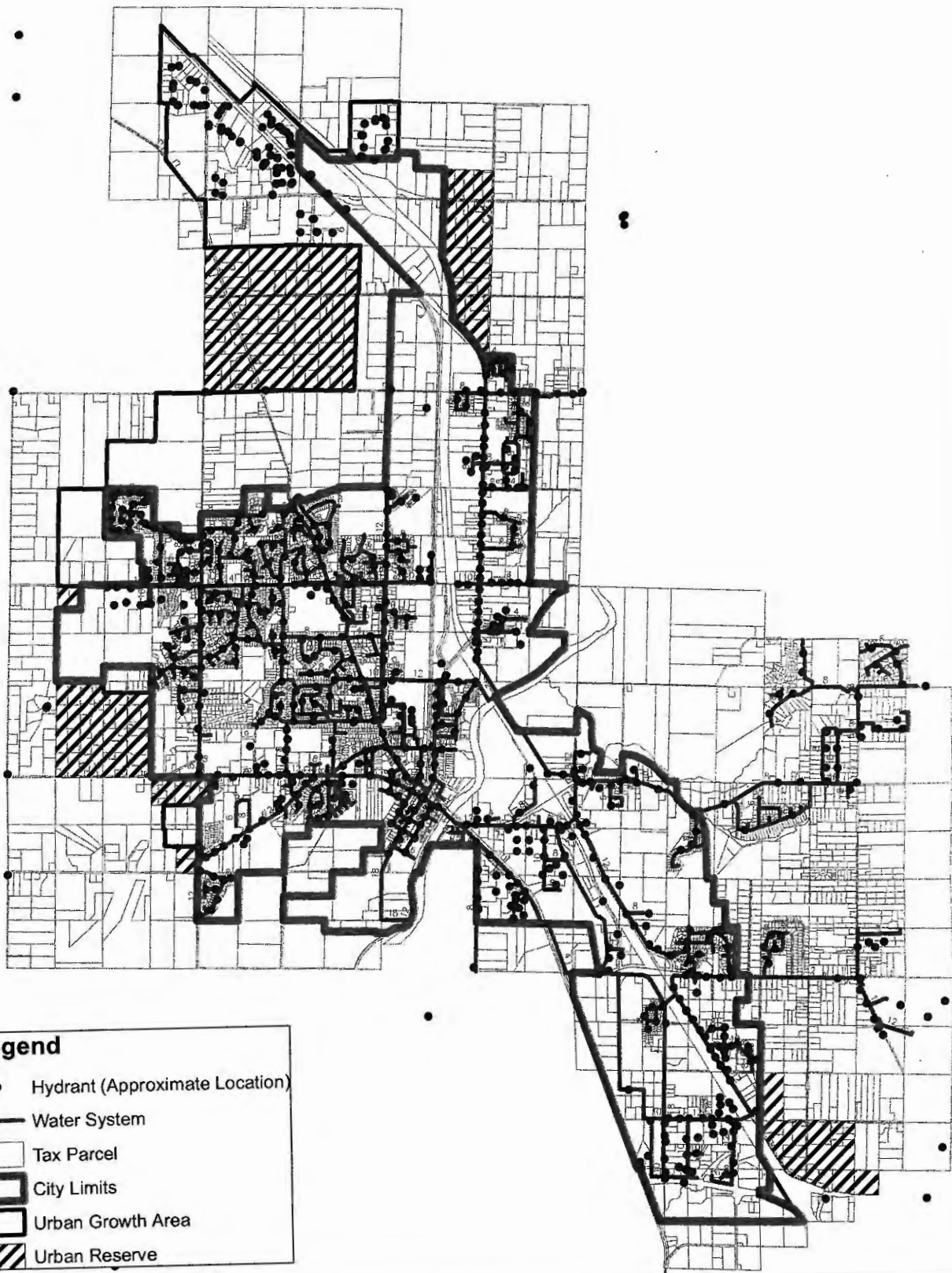
Map Date: October 1, 2014

Annexation Area Water Service City of Ferndale, WA

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Legend

- Hydrant (Approximate Location)
- Water System
- Tax Parcel
- ▬ City Limits
- Urban Growth Area
- ▨ Urban Reserve



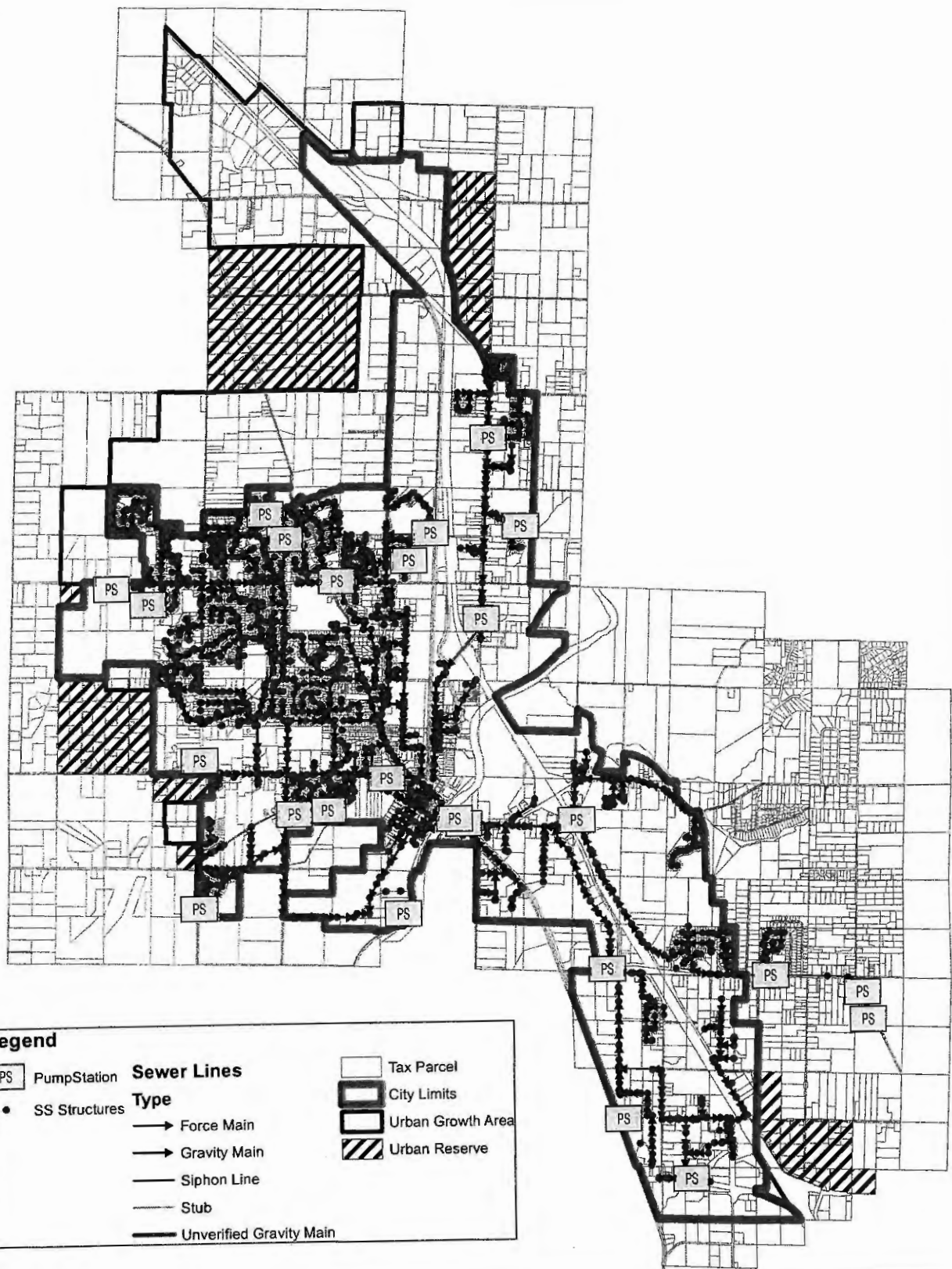
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Annexation Area Water Service City of Ferndale, WA

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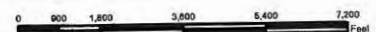
Legend

PS	Pump Station	Sewer Lines		Tax Parcel
•	SS Structures	Type		City Limits
		→	Force Main	Urban Growth Area
		→	Gravity Main	Urban Reserve
		—	Siphon Line	
		—	Stub	
		—	Unverified Gravity Main	



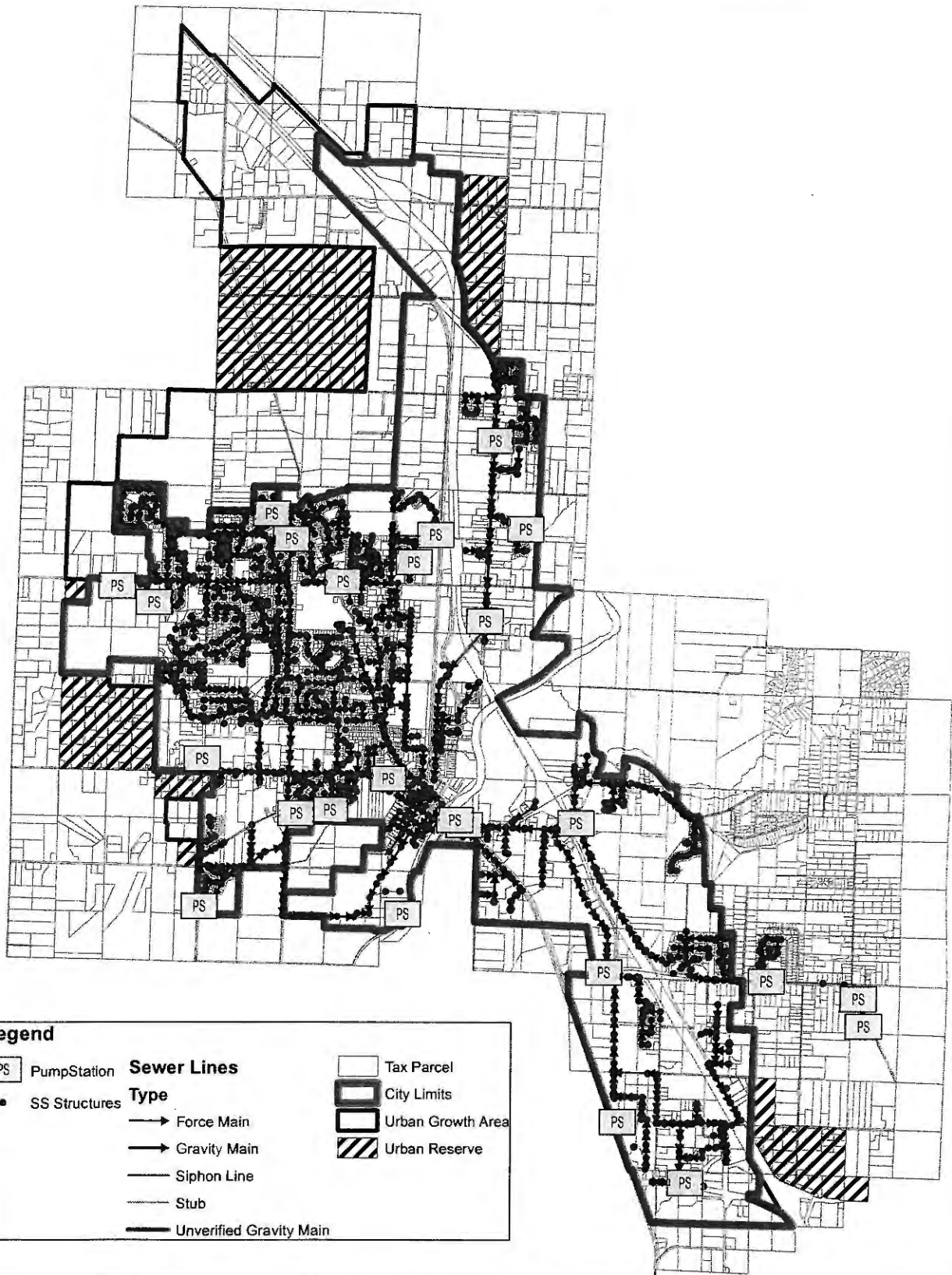
Map Date: October 1, 2014

Annexation Area Sewer Service City of Ferndale, WA



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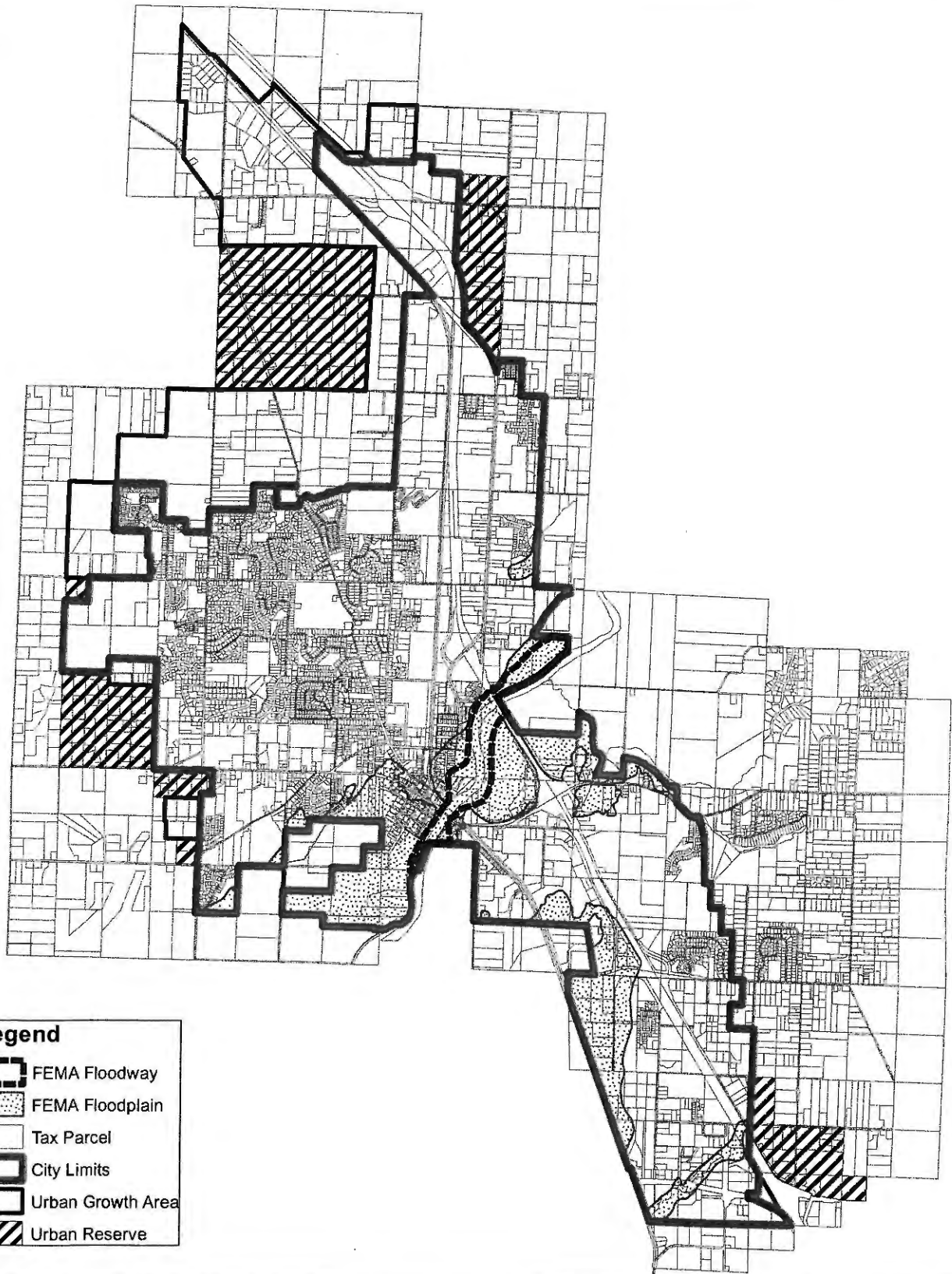
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Annexation Area Sewer Service City of Ferndale, WA

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Legend

-  FEMA Floodway
-  FEMA Floodplain
-  Tax Parcel
-  City Limits
-  Urban Growth Area
-  Urban Reserve



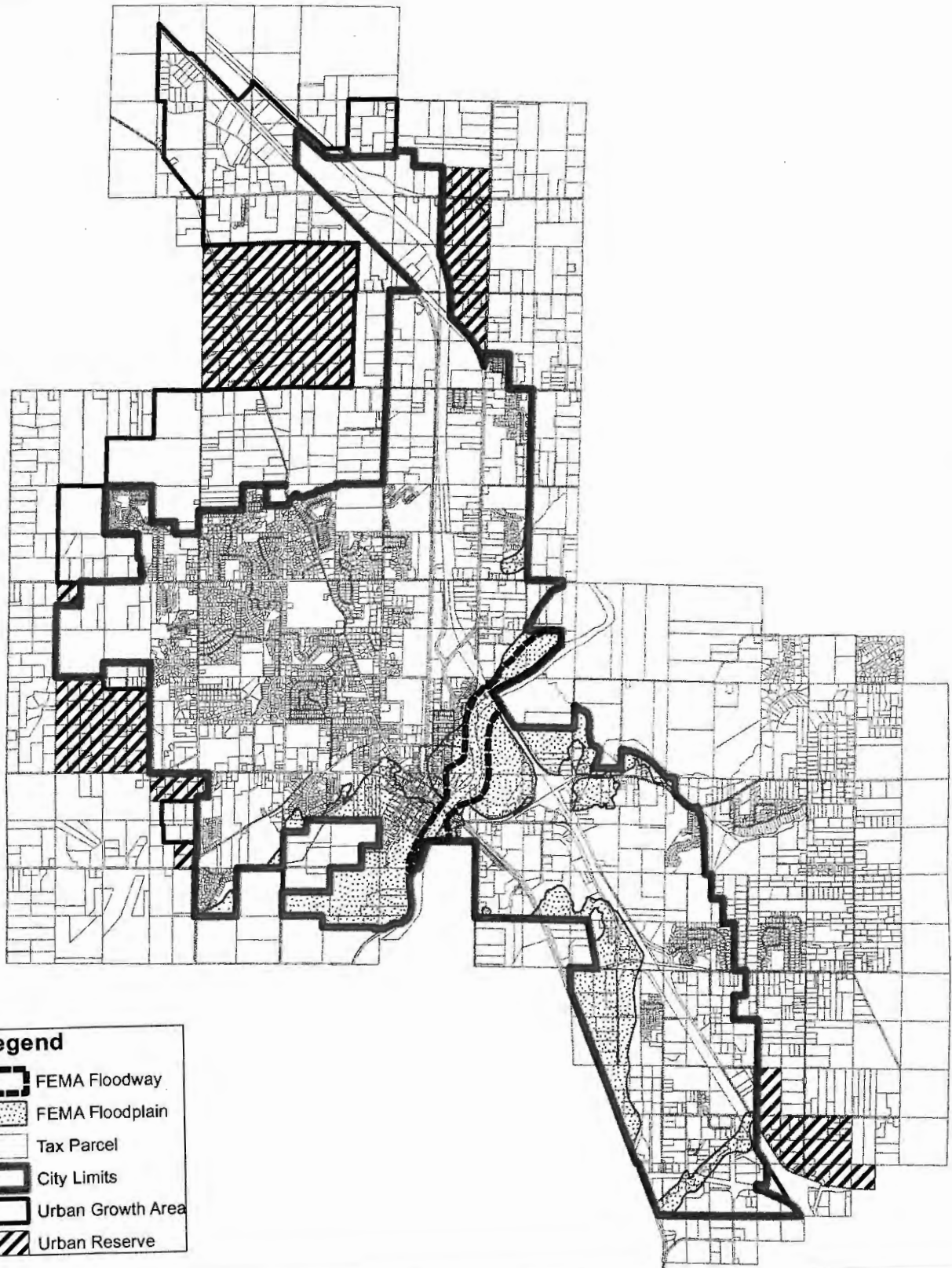
Map Date: October 1, 2014

Annexation Area FEMA Floodplain & Floodway City of Ferndale, WA







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Legend

-  FEMA Floodway
-  FEMA Floodplain
-  Tax Parcel
-  City Limits
-  Urban Growth Area
-  Urban Reserve



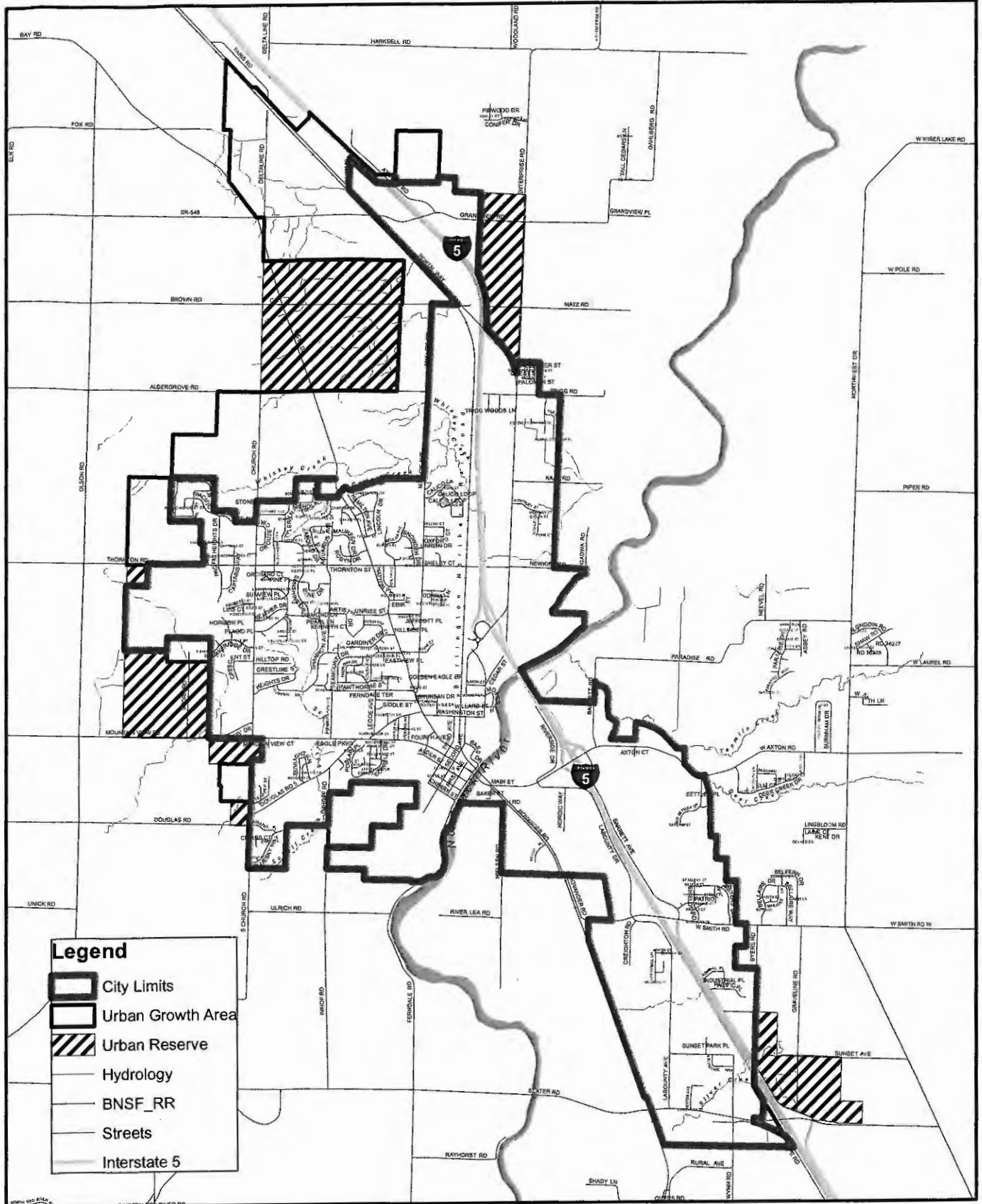
Map Date: October 1, 2014

Annexation Area FEMA Floodplain & Floodway City of Ferndale, WA

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Feet

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Map Date: October 1, 2014

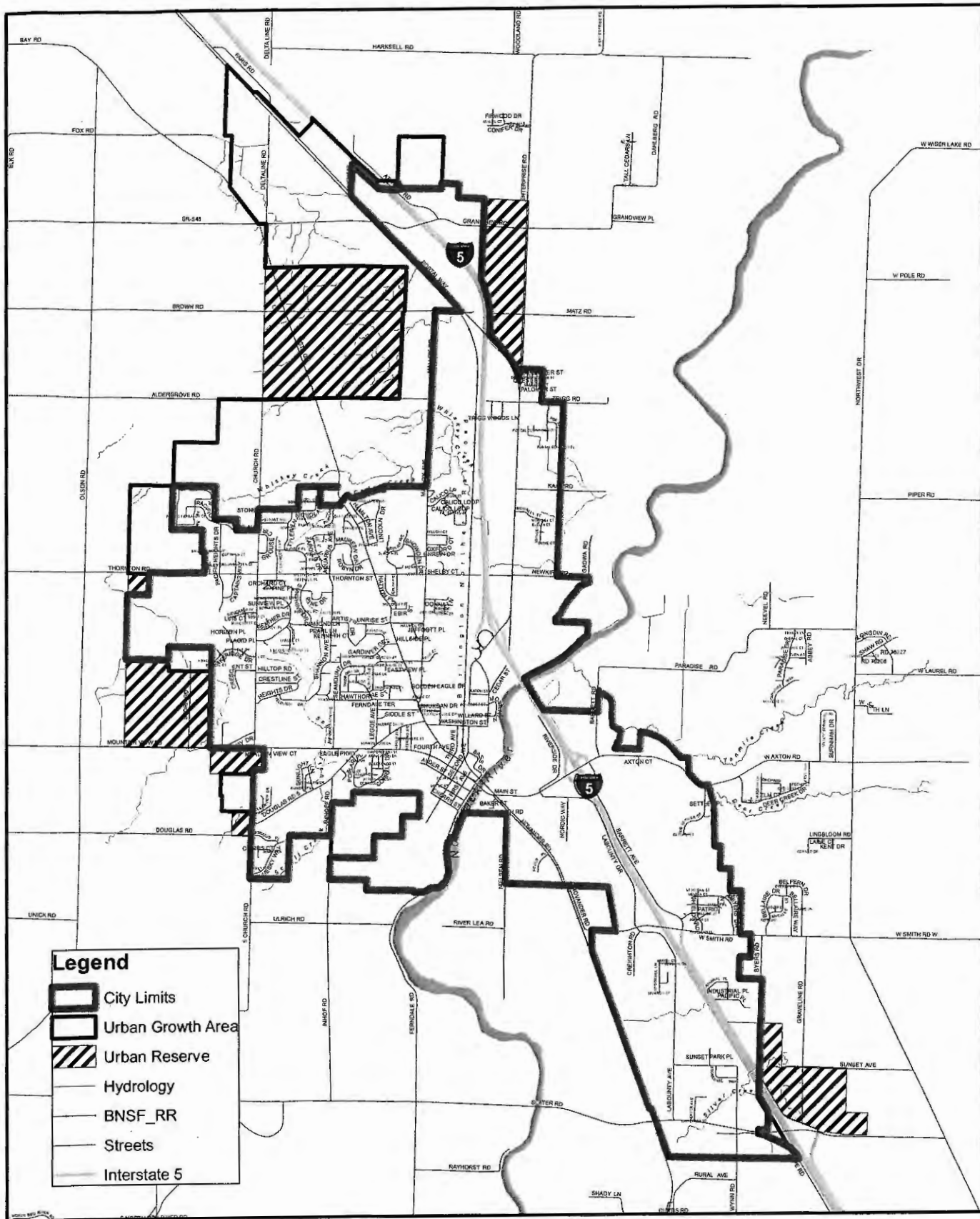
Annexation Area Physical Features City of Ferndale, WA

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Legend

- City Limits
- Urban Growth Area
- Urban Reserve
- Hydrology
- BNSF_RR
- Streets
- Interstate 5



Map Date: October 1, 2014

Annexation Area Physical Features City of Ferndale, WA

0 500 1,000 3,000 5,400 7,200 Feet

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City of Everson Proposition No. 2015-1 Annexation of the City of Everson Into
Whatcom County Fire Protection District 1

Measure	Vote	Vote %
Yes	399	85.99%
No	65	14.01%
Total Votes	464	100%

City of Ferndale Proposition No. 2015-1 Annexation of the City of Ferndale Into
Whatcom County Fire Protection District 7

Measure	Vote	Vote %
Yes	1,629	90.55%
No	170	9.45%
Total Votes	1,799	100%

City of Nooksack Proposition No. 2015-1 Annexation of the City of Nooksack
Into Whatcom County Fire Protection District 1

Measure	Vote	Vote %
Yes	311	91.2%
No	30	8.8%
Total Votes	341	100%

Fire

Fire Protection District 1 Proposition No. 2015-1 Annexation of the City of
Everson Into Whatcom County Fire Protection District 1

Measure	Vote	Vote %
Yes	1,148	84.47%
No	211	15.53%
Total Votes	1,359	100%

Fire Protection District 1 Proposition No. 2015-2 Annexation of the City of
Nooksack Into Whatcom County Fire Protection District 1

Measure	Vote	Vote %
Yes	1,140	84.19%
No	214	15.81%
Total Votes	1,354	100%

Fire Protection District 7 Proposition No. 2015-1 Annexation of the City of
Ferndale Into Whatcom County Fire Protection District 7

Measure	Vote	Vote %
Yes	1,372	83.35%
No	274	16.65%
Total Votes	1,646	100%



October 9, 2012

To the Residents and Businesses of Fire District #3 and City of Leavenworth,

The Leavenworth City Council and Chelan County Fire District #3 Board of Commissioners have both passed resolutions authorizing a ballot measure that would have the City of Leavenworth annexed into Fire District #3. That measure will be put in front of the voters in the Fire District and the City this November. The measure must be approved by greater than fifty percent of the voters in the Fire District and in the City of Leavenworth.

Since 1989 the City has contracted with the Fire District to provide fire protection services and emergency response in the city. The City and Fire District have worked together for those 23 years to improve fire protection services within the district and city. Examples would include:

- Construction of a new fire station and training facility fund equally by the Fire District and City; and
- Jointly purchased fire apparatus to increase firefighting capabilities and improve the dependability of the fleet; and
- Jointly supported the volunteer sleeper/resident program improving the emergency response; and
- Improved fire and life safety annual inspection program within the City; and
- Maintained the City's insurance rating at a level 6; and
- Improved the Fire District's insurance rating to a level 6.

At this time the City and Fire District propose taking this partnership to the next level by annexing the City into the Fire District. What are the advantages of annexation? That is the question posed to the City Council and Board of Commissioners this past summer. Currently the City contracts with the Fire District for fire service, annexation would eliminate the contract negotiations every 5 years and allow the Fire District to develop a long term financial plan for equipment replacement, staffing changes and service improvements. The annexation would allow all residents within the Fire District the opportunity to become involved; voting for Fire Commissioners, voting on bonds or levy changes, and having an equal voice in defining the level of fire service that is desired within the community.

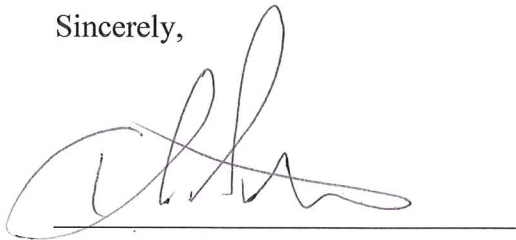
What Happens Next?

If the vote on November 6th, 2012 passes, the annexation will go into effect January 1, 2014. The City and Fire District have agreed to continue the current contract for one year as a stop gap

measure. In 2013, the boundaries of the Fire District will be adjusted and property taxes redistributed to the Fire District. In regards to property taxes, the annexation will not affect the property tax rate of current District residents related to fire services. The City will be reducing the requested property tax amount collected to equal that of the property taxes collected by the Fire District. City property owners will see a new property tax line item relating to fire services on their property tax statement. The actual property tax numbers and reassessments are set by the Chelan County Assessor for Fire District residents and City residents. Finally, each agency will keep its current debt for past equipment purchases and facility improvements; citizens within the Fire District or the City will not be double taxed for existing bond issues.

We appreciate your questions and comments regarding the annexation of the City of Leavenworth, please feel Fire District Chief Kelly O'Brien (548-7711) or City Administrator Joel Walinski (548-5275) should you need additional information. And of course, you may contact either of us with your comments or concerns.

Sincerely,

A handwritten signature in black ink, appearing to be 'T. Stanton', written over a horizontal line.

Chairman Thomas Stanton
Chelan County Fire Protection District #3

A handwritten signature in blue ink, appearing to be 'Cheryl K. Farivar', written over a horizontal line.

Mayor Cheryl K. Farivar
City of Leavenworth

**INTERLOCAL AGREEMENT FOR ANNEXATION OF THE CITY OF
MILTON TO PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22,
DBA EAST PIERCE FIRE & RESCUE**

THIS AGREEMENT is entered into by the City of Milton ("the City") and Pierce County Fire Protection District No. 22, dba East Pierce Fire & Rescue ("the District"), for the purposes stated below.

RECITALS

A. The City and the District have contiguous boundaries. The City has an Operational Service Agreement with the District for fire and emergency medical service. The term of the agreement is from January 1, 2011 through December 31, 2015.

B. The City and the District are authorized by RCW Chapter 52.04 to cause an election to be held in order for the voters of the City and the voters of the District to decide whether or not the City should be annexed to and become part of the District. The City and the District have had ongoing discussions concerning whether, and under what terms, they would agree to submit this issue to the voters. The City and the District have now reached agreement on the said terms and conditions and desire to reduce their agreement to writing.

AGREEMENT

1. Annexation Process.

A. **Pursuit of Annexation.** Pursuant to RCW 52.04.061 - .131, the parties agree to pursue annexation of the City to the District according to the terms and conditions set forth in the Agreement and any amendments thereto, subject to approval of such annexation by the Pierce County and King County Boundary Review Boards and the voters of the City and District. Contemporaneously with its execution of this Agreement, the City has passed an ordinance requesting annexation to the District. Contemporaneously with its execution of this Agreement, the District has accepted the City's annexation request.

B. **Boundary Review Board Notices and Proceedings.** The parties agree to join together in pursuing a notice of intent to be filed with the Pierce County and King County Boundary Review Boards (BRBs) seeking annexation of the City to the District. The City shall take the lead in filing the notice of intent with the BRB, pursuant to RCW Chapter 36.93. The City shall also act as lead agency for SEPA purposes in connection with the annexation. The parties agree that they will not request the BRB to review the annexation. In the event that a request for review is filed by any person or persons authorized to do so under RCW 36.93.100, the District and the City agree to jointly coordinate, prepare, and present testimony to the BRB in favor of the annexation and to take all necessary actions to obtain BRB approval of the annexation.

C. **Notification of County Councils Election.** The District agrees to take all necessary steps to notify the Pierce County Council and King County Council of the District's acceptance of the annexation and to request that the Commissioners call a special election to be held in April, 2013, provided, that if the BRB's jurisdiction is invoked and a hearing is held on the annexation by the BRB pursuant to RCW Chapter 36.93, the District shall request the next available election date after the BRB decision, and any appeal thereof, becomes final, assuming that the same is favorable to annexation.

D. **Costs.** The parties understand and agree that Pierce/King County elections will invoice the City for all election costs within the city and the District for elections costs for the voters within the district. Both parties agree to pay the elections costs as invoiced within their respective boundaries. The parties agree to divide the costs associated with filing the notice of intent, issuance of SEPA and the conduct of the election at 9% by City and 91% by District, which are proportionate to the number of registered voters in each jurisdiction, provided however, each party shall at their sole cost prepare the legal description and map of their respective jurisdictions. For the shared costs, the City shall invoice the District and the District shall pay the City within 30 days of the date of the invoice.

E. **Cooperation as to Other Matters.** The parties agree to cooperate as to any other matters necessary to effectuate the annexation of the City to the District.

2. Post-Annexation Fire & Emergency Medical Services.

A. **Generally.** Upon the effective date of annexation of the City to the District, the District shall be solely responsible for the provision of fire protection, fire suppression, and emergency medical services within the incorporated boundaries of the City and the boundaries of the District. The District shall provide a generally uniform level of service throughout the District, including within the incorporated boundaries of the City, and shall in no event generally provide a lesser level of service within the City's boundaries than outside such boundaries. The "effective date of annexation" shall mean the date on which the election results are certified by the Pierce County and King County canvassing boards.

B. **Interim Financing of Services.** The City shall continue to pay for the District's services in the manner and in the amounts specified in the Operational Service Agreement until December 31st of the calendar year in which the District first becomes eligible to levy real property taxes in the City.

C. **Voter Approved Capital Indebtedness.** Pursuant to RCW 52.04.171, all property located within the boundaries of the City, which property is subject to an excess levy by the City for the repayment of voter-approved indebtedness for fire protection related capital improvements incurred prior to the effective date of annexation is exempt from voter-approved excess property taxes levied by the District for repayment of indebtedness prior to the effective date of the annexation. Similarly, property within the District shall be exempt from any voter-approved excess property taxes levied by the City for repayment of indebtedness incurred prior to the effective date of annexation.

D. **Fire Protection of City Owned Facilities.** The District shall provide fire and emergency medical services to city owned facilities at no cost to the City.

E. **Coverage & Staffing.** The district agrees to provide Fire and Emergency Medical services to meet the East Pierce Fire and Rescue emergency response goals. (See attachment 2). The Milton Station will be the first staffing priority for sleeper volunteer firefighters. Once station 114 is staffed, additional personnel will be assigned as needed to other district priorities. The requirements for volunteer firefighters will be according to the District's Volunteer Program Manual.

F. **Fire Prevention, Investigation & Code Enforcement Services.** The district agrees to provide fire prevention, fire investigation and code enforcement services within the boundaries of the City. Such services shall include but not necessarily be limited to the following: development plan review and approval, fire investigations, testing of sprinkler systems in new construction, , inspection, testing of fire alarm systems for certification in new construction, and enforcement of fire code violations. The district may adopt any reasonable fees associated with these services at the same level as the rest of the district. The city will assess reasonable "pass through" fire permit and plan review fees as adopted by the District. The City and the District will cooperate to regularly update the fees to remain reasonable. The City will collect the "pass through" fire permit and plan review fees. The City will retain 10% of said fees to offset the tracking/routing services, the remainder of the fees shall be paid to the district once per quarter.

G. **Emergency Management Services.** The District shall provide emergency management services to the City and the Fire Chief or designee shall coordinate EOC activities with the City, provide information, and maintain communication with the Mayor and city staff during activation.

H. **City Employees CPR Training.** The district will provide one CPR class per year for City Employees at no cost to the city.

I. **Fire Hydrant Inspections.** Fire hydrants within the city will be included in the district's hydrant inspection program and inspected on a regular basis at the same frequency as the rest of the district.

J. **Fire Marshal and Fire Code Official.** The term "local fire official," shall mean the chief (or his designee) of East Pierce Fire and Rescue. The "fire marshal" shall mean the fire marshal of East Pierce Fire and Rescue.

3. **Fire Station.** The real property at 1000 Laurel Street, Milton, WA, known commonly as the "Milton Fire Station" is the property of the City. Upon the effective date of annexation, the City hereby agrees to lease to the District the Fire Station building for one hundred (\$100) dollars per year. The City conveys all furnishings, fixtures, and equipment contained within the building to the District. The District hereby accepts the building, generator and its furnishing, fixtures and equipment in an "as is" condition. City makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended. The District agrees to be solely responsible to maintain and operate said Fire Station, or a replacement fire station and the surrounding grounds, parking areas and landscaping adjacent to the building (see Exhibit A for a sketch of such grounds and areas on the site) and pay all for all utilities. The District shall carry property and liability insurance coverage for the building, and shall pay any deductible on the policy in case of damage or destruction.

If the district discontinues use of the Fire Station for delivery of fire and medical services, then the Fire Station shall no longer be available for use by the district. The use will be deemed as discontinued if it is not staffed by uniformed fire personnel and used to house emergency vehicles. The City shall not sell, lease or offer the Fire Station for use as anything other than a fire station; provided that the district does not discontinue its use under this Agreement.

4. **Apparatus and Equipment.** Effective upon the date of annexation, the City hereby conveys and transfers to the District the City's entire interest in any and all fire, medical and other emergency apparatus, including, without limitation, all ambulances, fire engines, fire vehicles, trailers, and other fire-fighting and emergency equipment utilized by the fire department of the City. The City will also convey and transfer to the District any and all interest in any computers, telephones, radios, and other miscellaneous items utilized by the City fire department. The City will execute any necessary documents to confirm the transfer, but the intent of this paragraph is that title be conveyed immediately and automatically upon the effective date of annexation. The City agrees to transfer and assign any and all interest it may have in any manufacturer's, contractor's, or vendor's warranties related to the items to be conveyed under this paragraph to the District, to the extent that the same may be validly transferred or assigned. The conveyances required by this paragraph shall be without charge by the City. The City hereby represents and warrants that it is the sole owner of the acquired assets and has good and marketable title thereto, free and clear from all encumbrances, security interests, liens, charges, conditional sales contracts or claims of any kind, known or unknown, by any person. The District hereby accepts the items to be conveyed under this paragraph in an "as is" condition as of the date of the transfer and the City makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended.

5. **Maintenance and Operation of Fire Station, Apparatus and Equipment.** Upon transfer of the property to be conveyed by the City to the District under paragraphs 3 and 4 above, the District shall assume sole responsibility for the maintenance, operation and repair of the same and the City shall in no event be liable for any such maintenance, operation or repair.

6. **Transfer of Employees.** Upon the effective date of annexation, all employees of the City's Fire Department who have previously transferred, and are currently employed by the District shall become employees of the District in accordance with applicable statutes.

7. **Claims Existing Prior to Annexation – Indemnity.** Anything contained in this Agreement notwithstanding, the City shall remain solely liable for all liabilities, claims, damages, demands or other expenses of any kind or nature, known or unknown, including, but not limited to, the payment of general obligation and other bonds: (a) arising out of, in connection with or stemming from the City's ownership and usage of the acquired assets described in paragraphs 3 and 4, above, prior to annexation; and/or (b) arising out of, in connection with or stemming from the City's operation of the Milton Fire Department prior to annexation. The City is not transferring and the District is not assuming any of the foregoing liabilities, claims, demands, damages or other expenses.

8. Liabilities – Indemnity.

A. By City.

1. The City agrees to indemnify, hold harmless, and defend the District, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness, or death of persons, including employees of the City, or damage to property, occurring prior to the effective date of annexation and arising out of any negligent act, error, or omission of the City, its officers, agents, or employees, in providing fire and emergency medical services. The indemnity under this paragraph is intended to protect the District from claims by third parties stemming from events in connection with fire department operations occurring before annexation, and shall be limited thereto.

2. The City agrees to indemnify, hold harmless and defend the District, its officers, agents, and employees, from and against any and all losses, liabilities or other expenses arising out of any claims, demands or any other losses resulting to the District: (a) by reason of or arising out of the duties or liabilities of the City not expressly assumed by the District under this Agreement; or (b) that arise out of or are incurred by the District by reason of the incorrectness or breach by the City of any of the agreements, representations or warranties contained in the Agreement.

B. By District.

1. The District agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness, or death of persons, including employees of the City, or damage to property, occurring on or after the effective date of annexation and arising out of any negligent act, error, or omission of the District, its officers, agents, or employees, in providing fire and emergency medical services. The indemnity under this paragraph is intended to protect the City from claims by third parties stemming from events in connection with fire department operations occurring after annexation, and shall be limited thereto.

2. The District agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against any and all losses, liabilities or other expenses arising out of any claims, demands or any other losses resulting to the City: (a) by reason of or arising out of the duties or liabilities of the District not expressly assumed by the City under this Agreement; or (b) that arise out of or are incurred by the City by reason of the incorrectness or breach by the District of any of the agreements, representations or warranties contained in the Agreement.

9. Obligations Contingent. The obligations of the parties under this Agreement are expressly contingent upon receipt of a favorable vote on annexation at the elections referenced in Section 1C. Except as otherwise expressly set forth in this Agreement, in the event that the annexation ballot proposition is not submitted to the voters, or in the event that the proposition is submitted and does not receive the favorable vote in both the District and the City that is required for annexation, this Agreement shall terminate and the parties shall have no further obligations under it. In the event that the annexation proposition is submitted and fails, the Operational Service Agreement between the City and the District will determine how fire and emergency medical services are provided through the term

of the agreement. Assuming the annexation is successful; this agreement shall guide the parties in their relationship post-annexation, but shall be reviewed by the parties commencing 18 months after the effective date of annexation to ascertain whether either party wishes to modify any provisions of the agreement.

10. Availability of Records. The City and the District agree to cooperate with each other in making available public records in the City's or the District's possession and control regarding the fire and emergency medical services operations.

11. Costs. Subject to subparagraph 1(D), above, each party agrees to bear and pay its own expenses in connection with the negotiation and implementation of this Agreement, including, but not limited to, its attorneys' fees and consultant fees.

12. Existing agreements. Upon annexation of the City to the District and transfer of the property referred to in paragraphs 3 and 4 above, except as provided in Paragraph 2.B, the Agreement referred to in Recital A above shall be automatically terminated and of no further effect.

13. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

To the City:

Debra Perry, Mayor
City of Milton
1000 Laurel Street
Milton, WA 98354

To the District:

Rick Kuss, Chair Board of Commissioners
Pierce County Fire Protection District No. 22
18421 Veterans Memorial Drive East
Bonney Lake, WA 98391

14. Integrated Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be modified only by a written instrument signed by all parties hereto.

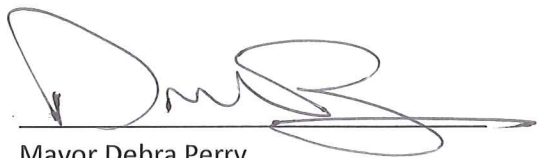
15. Severability. In the event that any section, sentence, clause, or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

16. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior court of the State of Washington, in and for Pierce County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

17. Third Party Rights. Anything to the contrary notwithstanding, nothing contained in this Agreement shall be interpreted to create third party rights in any person or entity not a party thereto.

18. **Effective Date.** This Agreement shall become effective upon approval and execution by both parties.

CITY OF MILTON



Mayor Debra Perry

Date: OCTOBER 1, 2012

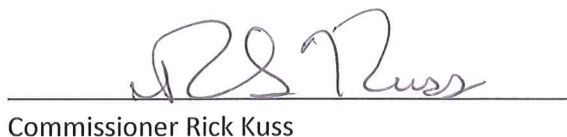
ATTEST/AUTHENTICATED:

LISA M TYLOR
Lisa Tylor, City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney, Bio Park

**PIERCE COUNTY FIRE PROTECTION DISTRICT
NO. 22 dba EAST PIERCE FIRE & RESCUE**



Commissioner Rick Kuss

Date: 10/16/12

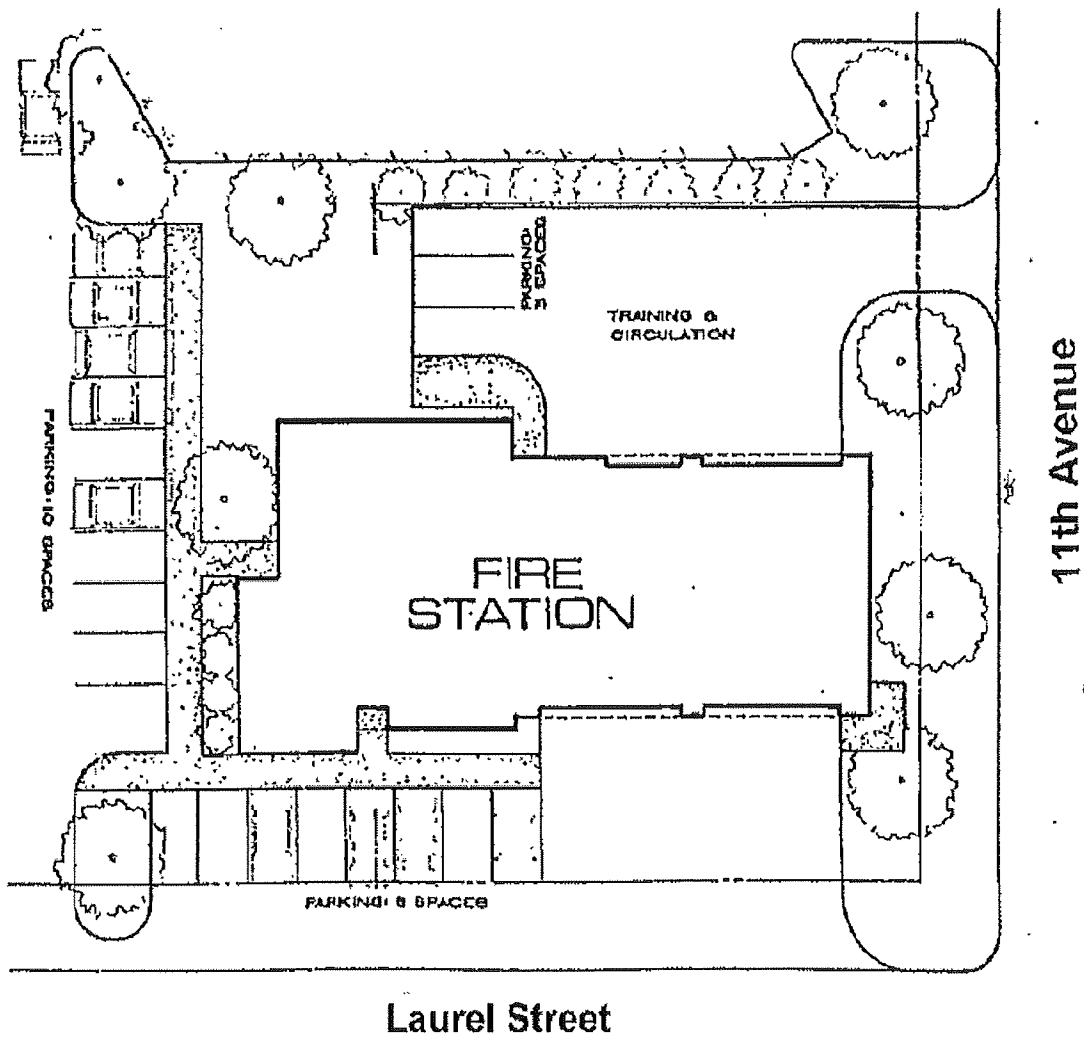
ATTEST/AUTHENTICATED:

Nancy Keck
Nancy Keck, Secretary

APPROVED AS TO FORM:

[Signature]
Attorney, Joseph Quinn

Attachment 1
Map of Station and Grounds
1000 Laurel Street, Milton, WA



EMERGENCY RESPONSE GOAL STATEMENTS

City of Milton

(January 1, 2011 to August 10, 2012)

- 1. Response time¹⁰ for the arrival of the first arriving engine company¹² at a fire suppression incident¹⁵ (Building or Dwelling Only NFIRS 111 & 121)**
 - a) The National Fire Protection Association² defines 4 minutes as the performance standard. Our agency meets this objective 80 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits:
 - For the 1st geographic area²¹, our agency has defined 6 minutes as the performance standard. Our agency meets this objective 100 percent of the time.
 - 90% of our response times for this objective are 3:55 minutes or less.
- 2. Response time¹⁰ for the arrival of the first arriving engine company¹² to all other fires¹⁶**
 - a) The National Fire Protection Association² defines 4 minutes as the performance standard. Our agency meets this objective 88 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits.
 - For the 1st geographic area²¹, our agency has defined 6 minutes as the performance standard. Our agency meets this objective 100 percent of the time.
 - 90% of our response times for this objective are 3:41 minutes or less.
- 3. Response time¹⁰ for the arrival of a unit with first responder¹⁸ or higher level capability at an emergency medical incident⁹**
 - a) The National Fire Protection Association² defines 4 minutes as the performance standard. Our agency meets this objective 58 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits.
 - For the 1st geographic area²¹, our agency has defined 6 minutes as the performance standard. Our agency meets this objective 87 percent of the time.
 - 90% of our response times¹⁰ for this objective are 6:38 minutes or less.
- 4. Response time¹⁰ for the arrival of an advanced life support unit¹⁹ at an emergency medical incident⁹, where this service is provided by the fire department²⁰.**
 - a) The National Fire Protection Association² defines 8 minutes as the performance standard. Our agency meets this objective 94 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits.

- For the 1st geographic area²¹, our agency has defined 8 minutes as the performance standard. Our agency meets this objective 94 percent of the time.
 - 90% of our response times¹⁰ for this objective are 6:38 minutes or less.

Premise

- 1) We are only capturing the apparatus' times when that unit is responding and arriving priority.
- 2) We are only reporting on incidents that occur within our own jurisdiction.
- 3) Apparatus from neighboring agencies that respond into our jurisdiction (mutual aid or automatic aid received) will be measured.
- 4) Due to the flexibility for each agency to identify their own geographical area(s), a standard definition of descriptions has been included in the definition section, consistent with those definitions found in CFAI.

Definitions

- 1) **Turnout Time** – The time interval that begins when the notification process begins by either an audible alarm or visual annunciation, or both, and ends at the beginning point of travel. Reference NFPA 1710 3.3.53.8.
- 2) **National Fire Protection Association (NFPA 1710 Standard - 2010 Edition)** –The standard for the organization and deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.
- 3) **NFIRS** – National Fire Incident Reporting System.
- 4) **Fire Incident** – All NFIRS 100 incident types.
- 5) **Special Operation Incident** – Those emergency incidents to which the fire department responds that require specific and advanced training and specialized tools and equipment. Reference NFPA 1710 3.3.41.2.
- 6) **CPR** – Cardiopulmonary resuscitation.
- 7) **BLS** – A specific level of pre-hospital medical care provided by trained responders, focused on rapidly evaluating a patient's condition; maintaining a patient's airway, breathing, and circulation; controlling external bleeding; preventing shock; and preventing further injury or disability by immobilizing potential spinal or other bone fractures. Reference NFPA 1710 3.3.36.2
- 8) **ALS** – Emergency medical treatment beyond basic life support that provides for advanced airway management including intubation, advanced cardiac monitoring, defibrillation, establishment and maintenance of intravenous access, and drug therapy. Reference NFPA 1710 3.3.36.1

- 9) **Emergency Medical Incident** – The treatment of patients using basic first aid, CPR, BLS, ALS, and other medical procedures prior to the arrival at a hospital or other health care facility. Reference NFPA 1710 3.3.17. Note: Only NFIRS 321, 322, and 323 incident types.
- 10) **Response Time (aka Travel Time)** – Means the time immediately following the turnout time that begins when units are en route to the emergency incident and ends when the first arriving unit arrives at the scene. Reference NFPA 1710 3.3.53.7.
- 11) **NFPA 1710** – The standard for the organization and deployment of fire suppression, emergency medical operations, and special operations to the public by career fire departments.
- 12) **Engine Company** – Apparatus whose primary functions are to pump and deliver water and perform basic firefighting at fires; including search and rescue. Reference NFPA 1710 5.2.3.1.
- 13) **NFIRS 111** – Building fire.
- 14) **NFIRS 121** – Fire in mobile home used as fixed residence.
- 15) **Fire Suppression Incident** - Only NFIRS 111 and 121 incident types.
- 16) **All Other Fires** – All NFIRS 100 level incident types except 111 and 121.
- 17) **Full First Alarm Assignment** - Means the appropriate number and type of both apparatus and fire suppression personnel, as defined by each jurisdiction, sufficient to perform the eight NFPA defined fire-fighting tasks at a working structure fire incident. Reference NFPA 1710 5.2.4.2.2
- 18) **First Responder** – A trained individual providing initial assessment and basic first-aid intervention, including cardiac pulmonary resuscitation and automatic external defibrillator capability. Reference NFPA 1710 3.3.24
- 19) **Advanced Life Support Unit** – Personnel and equipment capable of providing ALS care.
- 20) **Fire Department** – A fire protection district or a regional fire protection service authority responsible for firefighting actions, emergency medical services, and other special operations in a specified geographical area. Reference Revised Code of Washington 52.33.020 (4)
- 21) **Geographical Areas:** 5 Classifications of geographical areas have been identified as defined in the CFAI (Commission on Fire Accreditation International) manual. Each

agency will identify which classification(s) apply to their agency, based on the defined area or zones population density.

Metropolitan: an incorporated or unincorporated area with a population of over 200,000 people and/or a population density over 3,000 people per square mile.

Urban: an incorporated or unincorporated area with a population of over 30,000 people and/or population density over 2,000 people per square mile.

Suburban: an incorporated or unincorporated area with a population of 10,000 to 29,999 and/or any area with a population density of 1,000 to 2,000 people per square mile.

Rural: an incorporated or unincorporated area with total population less than 10,000 people, or with a population of less than 1,000 people per square mile.

Wilderness: any rural area not readily accessible by public or private maintained road.

**CITY OF MILTON
RESOLUTION NO. 12-1828**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MILTON, WASHINGTON;
AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE SERVICES BETWEEN THE CITY OF FIFE AND THE CITY OF
MILTON, WASHINGTON**

WHEREAS, the interlocal cooperation act, Chapter 39.34 RCW authorizes cities to enter into agreements with other governmental entities in order to efficiently and effectively provide services that each is independently authorized to perform; and

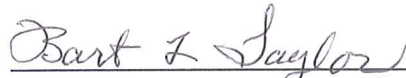
WHEREAS, the provision of certain administrative services by Fife to Milton would be mutually efficient and cost effective; and

WHEREAS, an agreement have been negotiated attached hereto as Exhibit A.

**THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON DOES HEREBY RESOLVE AS
FOLLOWS:**


The City Council hereby authorizes the Mayor to execute an agreement with the City of Fife for administrative services, substantially in the form attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Milton, Washington, at a regularly scheduled meeting this 19th day of November, 2012.



Bart Taylor, Mayor Pro Tem

Attest:



Lisa Tylor, City Clerk

Approved as to form:



By Bio Park, City Attorney

**INTERLOCAL AGREEMENT FOR ANNEXATION OF THE CITY OF
MILTON TO PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22,
DBA EAST PIERCE FIRE & RESCUE**

THIS AGREEMENT is entered into by the City of Milton ("the City") and Pierce County Fire Protection District No. 22, dba East Pierce Fire & Rescue ("the District"), for the purposes stated below.

RECITALS

A. The City and the District have contiguous boundaries. The City has an Operational Service Agreement with the District for fire and emergency medical service. The term of the agreement is from January 1, 2011 through December 31, 2015.

B. The City and the District are authorized by RCW Chapter 52.04 to cause an election to be held in order for the voters of the City and the voters of the District to decide whether or not the City should be annexed to and become part of the District. The City and the District have had ongoing discussions concerning whether, and under what terms, they would agree to submit this issue to the voters. The City and the District have now reached agreement on the said terms and conditions and desire to reduce their agreement to writing.

AGREEMENT

1. Annexation Process.

A. **Pursuit of Annexation.** Pursuant to RCW 52.04.061 - .131, the parties agree to pursue annexation of the City to the District according to the terms and conditions set forth in the Agreement and any amendments thereto, subject to approval of such annexation by the Pierce County and King County Boundary Review Boards and the voters of the City and District. Contemporaneously with its execution of this Agreement, the City has passed an ordinance requesting annexation to the District. Contemporaneously with its execution of this Agreement, the District has accepted the City's annexation request.

B. **Boundary Review Board Notices and Proceedings.** The parties agree to join together in pursuing a notice of intent to be filed with the Pierce County and King County Boundary Review Boards (BRBs) seeking annexation of the City to the District. The City shall take the lead in filing the notice of intent with the BRB, pursuant to RCW Chapter 36.93. The City shall also act as lead agency for SEPA purposes in connection with the annexation. The parties agree that they will not request the BRB to review the annexation. In the event that a request for review is filed by any person or persons authorized to do so under RCW 36.93.100, the District and the City agree to jointly coordinate, prepare, and present testimony to the BRB in favor of the annexation and to take all necessary actions to obtain BRB approval of the annexation.

C. **Notification of County Councils Election.** The District agrees to take all necessary steps to notify the Pierce County Council and King County Council of the District's acceptance of the annexation and to request that the Commissioners call a special election to be held in April, 2013, provided, that if the BRB's jurisdiction is invoked and a hearing is held on the annexation by the BRB pursuant to RCW Chapter 36.93, the District shall request the next available election date after the BRB decision, and any appeal thereof, becomes final, assuming that the same is favorable to annexation.

D. **Costs.** The parties understand and agree that Pierce/King County elections will invoice the City for all election costs within the city and the District for elections costs for the voters within the district. Both parties agree to pay the elections costs as invoiced within their respective boundaries. The parties agree to divide the costs associated with filing the notice of intent, issuance of SEPA and the conduct of the election at 9% by City and 91% by District, which are proportionate to the number of registered voters in each jurisdiction, provided however, each party shall at their sole cost prepare the legal description and map of their respective jurisdictions. For the shared costs, the City shall invoice the District and the District shall pay the City within 30 days of the date of the invoice.

E. **Cooperation as to Other Matters.** The parties agree to cooperate as to any other matters necessary to effectuate the annexation of the City to the District.

2. Post-Annexation Fire & Emergency Medical Services.

A. **Generally.** Upon the effective date of annexation of the City to the District, the District shall be solely responsible for the provision of fire protection, fire suppression, and emergency medical services within the incorporated boundaries of the City and the boundaries of the District. The District shall provide a generally uniform level of service throughout the District, including within the incorporated boundaries of the City, and shall in no event generally provide a lesser level of service within the City's boundaries than outside such boundaries. The "effective date of annexation" shall mean the date on which the election results are certified by the Pierce County and King County canvassing boards.

B. **Interim Financing of Services.** The City shall continue to pay for the District's services in the manner and in the amounts specified in the Operational Service Agreement until December 31st of the calendar year in which the District first becomes eligible to levy real property taxes in the City.

C. **Voter Approved Capital Indebtedness.** Pursuant to RCW 52.04.171, all property located within the boundaries of the City, which property is subject to an excess levy by the City for the repayment of voter-approved indebtedness for fire protection related capital improvements incurred prior to the effective date of annexation is exempt from voter-approved excess property taxes levied by the District for repayment of indebtedness prior to the effective date of the annexation. Similarly, property within the District shall be exempt from any voter-approved excess property taxes levied by the City for repayment of indebtedness incurred prior to the effective date of annexation.

D. **Fire Protection of City Owned Facilities.** The District shall provide fire and emergency medical services to city owned facilities at no cost to the City.

E. **Coverage & Staffing.** The district agrees to provide Fire and Emergency Medical services to meet the East Pierce Fire and Rescue emergency response goals. (See attachment 2). The Milton Station will be the first staffing priority for sleeper volunteer firefighters. Once station 114 is staffed, additional personnel will be assigned as needed to other district priorities. The requirements for volunteer firefighters will be according to the District's Volunteer Program Manual.

F. **Fire Prevention, Investigation & Code Enforcement Services.** The district agrees to provide fire prevention, fire investigation and code enforcement services within the boundaries of the City. Such services shall include but not necessarily be limited to the following: development plan review and approval, fire investigations, testing of sprinkler systems in new construction, , inspection, testing of fire alarm systems for certification in new construction, and enforcement of fire code violations. The district may adopt any reasonable fees associated with these services at the same level as the rest of the district. The city will assess reasonable "pass through" fire permit and plan review fees as adopted by the District. The City and the District will cooperate to regularly update the fees to remain reasonable. The City will collect the "pass through" fire permit and plan review fees. The City will retain 10% of said fees to offset the tracking/routing services, the remainder of the fees shall be paid to the district once per quarter.

G. **Emergency Management Services.** The District shall provide emergency management services to the City and the Fire Chief or designee shall coordinate EOC activities with the City, provide information, and maintain communication with the Mayor and city staff during activation.

H. **City Employees CPR Training.** The district will provide one CPR class per year for City Employees at no cost to the city.

I. **Fire Hydrant Inspections.** Fire hydrants within the city will be included in the district's hydrant inspection program and inspected on a regular basis at the same frequency as the rest of the district.

J. **Fire Marshal and Fire Code Official.** The term "local fire official," shall mean the chief (or his designee) of East Pierce Fire and Rescue. The "fire marshal" shall mean the fire marshal of East Pierce Fire and Rescue.

3. **Fire Station.** The real property at 1000 Laurel Street, Milton, WA, known commonly as the "Milton Fire Station" is the property of the City. Upon the effective date of annexation, the City hereby agrees to lease to the District the Fire Station building for one hundred (\$100) dollars per year. The City conveys all furnishings, fixtures, and equipment contained within the building to the District. The District hereby accepts the building, generator and its furnishing, fixtures and equipment in an "as is" condition. City makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended. The District agrees to be solely responsible to maintain and operate said Fire Station, or a replacement fire station and the surrounding grounds, parking areas and landscaping adjacent to the building (see Exhibit A for a sketch of such grounds and areas on the site) and pay all for all utilities. The District shall carry property and liability insurance coverage for the building, and shall pay any deductible on the policy in case of damage or destruction.

If the district discontinues use of the Fire Station for delivery of fire and medical services, then the Fire Station shall no longer be available for use by the district. The use will be deemed as discontinued if it is not staffed by uniformed fire personnel and used to house emergency vehicles. The City shall not sell, lease or offer the Fire Station for use as anything other than a fire station; provided that the district does not discontinue its use under this Agreement.

4. **Apparatus and Equipment.** Effective upon the date of annexation, the City hereby conveys and transfers to the District the City's entire interest in any and all fire, medical and other emergency apparatus, including, without limitation, all ambulances, fire engines, fire vehicles, trailers, and other fire-fighting and emergency equipment utilized by the fire department of the City. The City will also convey and transfer to the District any and all interest in any computers, telephones, radios, and other miscellaneous items utilized by the City fire department. The City will execute any necessary documents to confirm the transfer, but the intent of this paragraph is that title be conveyed immediately and automatically upon the effective date of annexation. The City agrees to transfer and assign any and all interest it may have in any manufacturer's, contractor's, or vendor's warranties related to the items to be conveyed under this paragraph to the District, to the extent that the same may be validly transferred or assigned. The conveyances required by this paragraph shall be without charge by the City. The City hereby represents and warrants that it is the sole owner of the acquired assets and has good and marketable title thereto, free and clear from all encumbrances, security interests, liens, charges, conditional sales contracts or claims of any kind, known or unknown, by any person. The District hereby accepts the items to be conveyed under this paragraph in an "as is" condition as of the date of the transfer and the City makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended.

5. **Maintenance and Operation of Fire Station, Apparatus and Equipment.** Upon transfer of the property to be conveyed by the City to the District under paragraphs 3 and 4 above, the District shall assume sole responsibility for the maintenance, operation and repair of the same and the City shall in no event be liable for any such maintenance, operation or repair.

6. **Transfer of Employees.** Upon the effective date of annexation, all employees of the City's Fire Department who have previously transferred, and are currently employed by the District shall become employees of the District in accordance with applicable statutes.

7. **Claims Existing Prior to Annexation – Indemnity.** Anything contained in this Agreement notwithstanding, the City shall remain solely liable for all liabilities, claims, damages, demands or other expenses of any kind or nature, known or unknown, including, but not limited to, the payment of general obligation and other bonds: (a) arising out of, in connection with or stemming from the City's ownership and usage of the acquired assets described in paragraphs 3 and 4, above, prior to annexation; and/or (b) arising out of, in connection with or stemming from the City's operation of the Milton Fire Department prior to annexation. The City is not transferring and the District is not assuming any of the foregoing liabilities, claims, demands, damages or other expenses.

8. Liabilities – Indemnity.

A. By City.

1. The City agrees to indemnify, hold harmless, and defend the District, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness, or death of persons, including employees of the City, or damage to property, occurring prior to the effective date of annexation and arising out of any negligent act, error, or omission of the City, its officers, agents, or employees, in providing fire and emergency medical services. The indemnity under this paragraph is intended to protect the District from claims by third parties stemming from events in connection with fire department operations occurring before annexation, and shall be limited thereto.

2. The City agrees to indemnify, hold harmless and defend the District, its officers, agents, and employees, from and against any and all losses, liabilities or other expenses arising out of any claims, demands or any other losses resulting to the District: (a) by reason of or arising out of the duties or liabilities of the City not expressly assumed by the District under this Agreement; or (b) that arise out of or are incurred by the District by reason of the incorrectness or breach by the City of any of the agreements, representations or warranties contained in the Agreement.

B. By District.

1. The District agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness, or death of persons, including employees of the City, or damage to property, occurring on or after the effective date of annexation and arising out of any negligent act, error, or omission of the District, its officers, agents, or employees, in providing fire and emergency medical services. The indemnity under this paragraph is intended to protect the City from claims by third parties stemming from events in connection with fire department operations occurring after annexation, and shall be limited thereto.

2. The District agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against any and all losses, liabilities or other expenses arising out of any claims, demands or any other losses resulting to the City: (a) by reason of or arising out of the duties or liabilities of the District not expressly assumed by the City under this Agreement; or (b) that arise out of or are incurred by the City by reason of the incorrectness or breach by the District of any of the agreements, representations or warranties contained in the Agreement.

9. Obligations Contingent. The obligations of the parties under this Agreement are expressly contingent upon receipt of a favorable vote on annexation at the elections referenced in Section 1C. Except as otherwise expressly set forth in this Agreement, in the event that the annexation ballot proposition is not submitted to the voters, or in the event that the proposition is submitted and does not receive the favorable vote in both the District and the City that is required for annexation, this Agreement shall terminate and the parties shall have no further obligations under it. In the event that the annexation proposition is submitted and fails, the Operational Service Agreement between the City and the District will determine how fire and emergency medical services are provided through the term

of the agreement. Assuming the annexation is successful; this agreement shall guide the parties in their relationship post-annexation, but shall be reviewed by the parties commencing 18 months after the effective date of annexation to ascertain whether either party wishes to modify any provisions of the agreement.

10. **Availability of Records.** The City and the District agree to cooperate with each other in making available public records in the City's or the District's possession and control regarding the fire and emergency medical services operations.

11. **Costs.** Subject to subparagraph 1(D), above, each party agrees to bear and pay its own expenses in connection with the negotiation and implementation of this Agreement, including, but not limited to, its attorneys' fees and consultant fees.

12. **Existing agreements.** Upon annexation of the City to the District and transfer of the property referred to in paragraphs 3 and 4 above, except as provided in Paragraph 2.B, the Agreement referred to in Recital A above shall be automatically terminated and of no further effect.

13. **Notices.** Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

To the City:

Debra Perry, Mayor
City of Milton
1000 Laurel Street
Milton, WA 98354

To the District:

Rick Kuss, Chair Board of Commissioners
Pierce County Fire Protection District No. 22
18421 Veterans Memorial Drive East
Bonney Lake, WA 98391

14. **Integrated Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be modified only by a written instrument signed by all parties hereto.

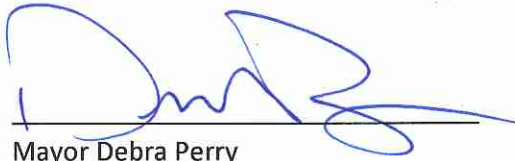
15. **Severability.** In the event that any section, sentence, clause, or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

16. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior court of the State of Washington, in and for Pierce County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

17. **Third Party Rights.** Anything to the contrary notwithstanding, nothing contained in this Agreement shall be interpreted to create third party rights in any person or entity not a party thereto.

18. **Effective Date.** This Agreement shall become effective upon approval and execution by both parties.

CITY OF MILTON



Mayor Debra Perry

Date: October 9, 2012

ATTEST/AUTHENTICATED:

Lisa M Tylor
Lisa Tylor, City Clerk

APPROVED AS TO FORM:



City Attorney, Bio Park

**PIERCE COUNTY FIRE PROTECTION DISTRICT
NO. 22 dba EAST PIERCE FIRE & RESCUE**




Commissioner Rick Kuss

Date: 10/16/12

ATTEST/AUTHENTICATED:

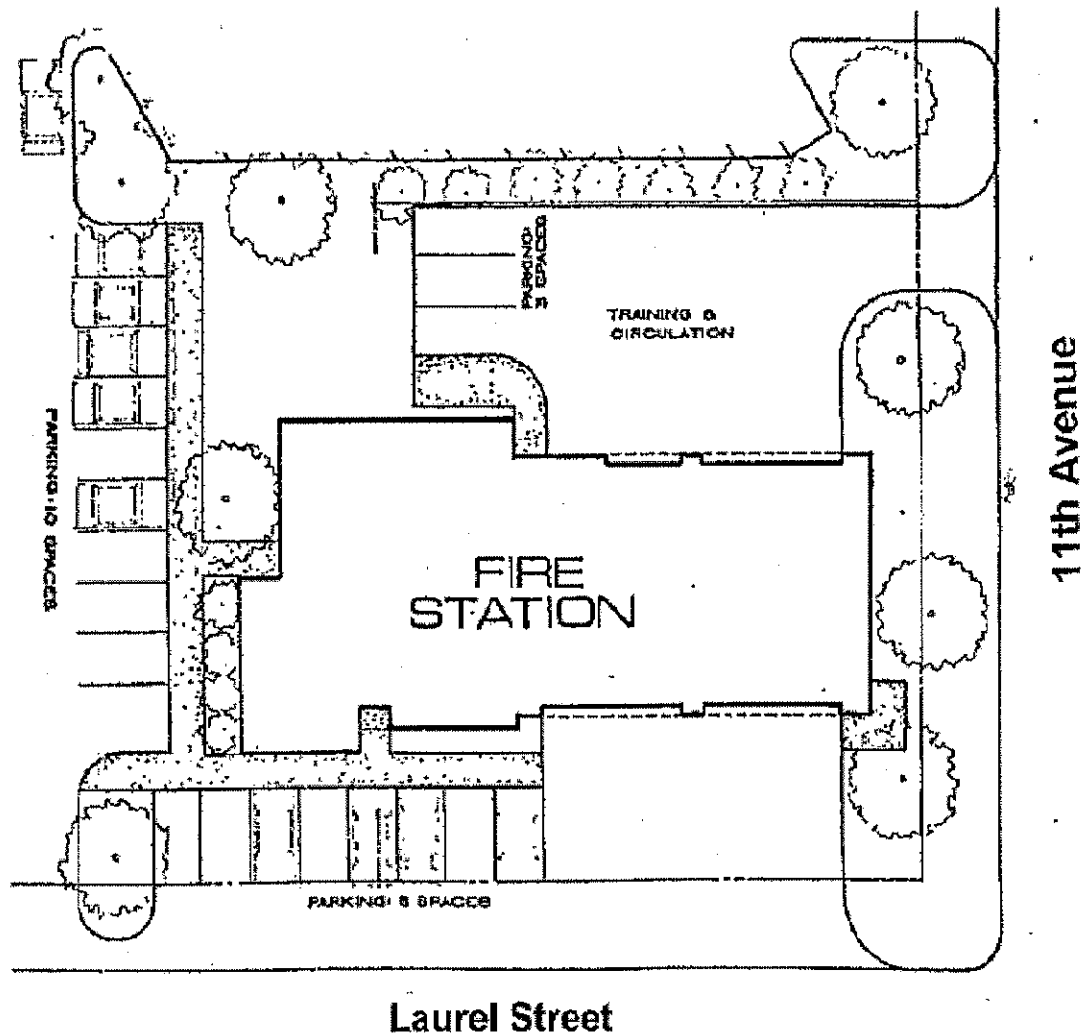
Nancy Keck
Nancy Keck, Secretary

APPROVED AS TO FORM:



Attorney, Joseph Quinn

Attachment 1
Map of Station and Grounds
1000 Laurel Street, Milton, WA



EMERGENCY RESPONSE GOAL STATEMENTS

City of Milton

(January 1, 2011 to August 10, 2012)

- 1. Response time¹⁰ for the arrival of the first arriving engine company¹² at a fire suppression incident¹⁵ (Building or Dwelling Only NFIRS 111 & 121)**
 - a) The National Fire Protection Association² defines 4 minutes as the performance standard. Our agency meets this objective 80 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits:
 - For the 1st geographic area²¹, our agency has defined 6 minutes as the performance standard. Our agency meets this objective 100 percent of the time.
 - 90% of our response times for this objective are 3:55 minutes or less.
- 2. Response time¹⁰ for the arrival of the first arriving engine company¹² to all other fires¹⁶**
 - a) The National Fire Protection Association² defines 4 minutes as the performance standard. Our agency meets this objective 88 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits.
 - For the 1st geographic area²¹, our agency has defined 6 minutes as the performance standard. Our agency meets this objective 100 percent of the time.
 - 90% of our response times for this objective are 3:41 minutes or less.
- 3. Response time¹⁰ for the arrival of a unit with first responder¹⁸ or higher level capability at an emergency medical incident⁹**
 - a) The National Fire Protection Association² defines 4 minutes as the performance standard. Our agency meets this objective 58 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits.
 - For the 1st geographic area²¹, our agency has defined 6 minutes as the performance standard. Our agency meets this objective 87 percent of the time.
 - 90% of our response times¹⁰ for this objective are 6:38 minutes or less.
- 4. Response time¹⁰ for the arrival of an advanced life support unit¹⁹ at an emergency medical incident⁹, where this service is provided by the fire department²⁰.**
 - a) The National Fire Protection Association² defines 8 minutes as the performance standard. Our agency meets this objective 94 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits.

- For the 1st geographic area²¹, our agency has defined 8 minutes as the performance standard. Our agency meets this objective 94 percent of the time.
 - 90% of our response times¹⁰ for this objective are 6:38 minutes or less.

Premise

- 1) We are only capturing the apparatus' times when that unit is responding and arriving priority.
- 2) We are only reporting on incidents that occur within our own jurisdiction.
- 3) Apparatus from neighboring agencies that respond into our jurisdiction (mutual aid or automatic aid received) will be measured.
- 4) Due to the flexibility for each agency to identify their own geographical area(s), a standard definition of descriptions has been included in the definition section, consistent with those definitions found in CFAI.

Definitions

- 1) **Turnout Time** – The time interval that begins when the notification process begins by either an audible alarm or visual annunciation, or both, and ends at the beginning point of travel. Reference NFPA 1710 3.3.53.8.
- 2) **National Fire Protection Association (NFPA 1710 Standard - 2010 Edition)** –The standard for the organization and deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.
- 3) **NFIRS** – National Fire Incident Reporting System.
- 4) **Fire Incident** – All NFIRS 100 incident types.
- 5) **Special Operation Incident** – Those emergency incidents to which the fire department responds that require specific and advanced training and specialized tools and equipment. Reference NFPA 1710 3.3.41.2.
- 6) **CPR** – Cardiopulmonary resuscitation.
- 7) **BLS** – A specific level of pre-hospital medical care provided by trained responders, focused on rapidly evaluating a patient's condition; maintaining a patient's airway, breathing, and circulation; controlling external bleeding; preventing shock; and preventing further injury or disability by immobilizing potential spinal or other bone fractures. Reference NFPA 1710 3.3.36.2
- 8) **ALS** – Emergency medical treatment beyond basic life support that provides for advanced airway management including intubation, advanced cardiac monitoring, defibrillation, establishment and maintenance of intravenous access, and drug therapy. Reference NFPA 1710 3.3.36.1

- 9) **Emergency Medical Incident** – The treatment of patients using basic first aid, CPR, BLS, ALS, and other medical procedures prior to the arrival at a hospital or other health care facility. Reference NFPA 1710 3.3.17. Note: Only NFIRS 321, 322, and 323 incident types.
- 10) **Response Time (aka Travel Time)** – Means the time immediately following the turnout time that begins when units are en route to the emergency incident and ends when the first arriving unit arrives at the scene. Reference NFPA 1710 3.3.53.7.
- 11) **NFPA 1710** – The standard for the organization and deployment of fire suppression, emergency medical operations, and special operations to the public by career fire departments.
- 12) **Engine Company** – Apparatus whose primary functions are to pump and deliver water and perform basic firefighting at fires; including search and rescue. Reference NFPA 1710 5.2.3.1.
- 13) **NFIRS 111** – Building fire.
- 14) **NFIRS 121** – Fire in mobile home used as fixed residence.
- 15) **Fire Suppression Incident** - Only NFIRS 111 and 121 incident types.
- 16) **All Other Fires** – All NFIRS 100 level incident types except 111 and 121.
- 17) **Full First Alarm Assignment** - Means the appropriate number and type of both apparatus and fire suppression personnel, as defined by each jurisdiction, sufficient to perform the eight NFPA defined fire-fighting tasks at a working structure fire incident. Reference NFPA 1710 5.2.4.2.2
- 18) **First Responder** – A trained individual providing initial assessment and basic first-aid intervention, including cardiac pulmonary resuscitation and automatic external defibrillator capability. Reference NFPA 1710 3.3.24
- 19) **Advanced Life Support Unit** – Personnel and equipment capable of providing ALS care.
- 20) **Fire Department** – A fire protection district or a regional fire protection service authority responsible for firefighting actions, emergency medical services, and other special operations in a specified geographical area. Reference Revised Code of Washington 52.33.020 (4)
- 21) **Geographical Areas:** 5 Classifications of geographical areas have been identified as defined in the CFAI (Commission on Fire Accreditation International) manual. Each

agency will identify which classification(s) apply to their agency, based on the defined area or zones population density.

Metropolitan: an incorporated or unincorporated area with a population of over 200,000 people and/or a population density over 3,000 people per square mile.

Urban: an incorporated or unincorporated area with a population of over 30,000 people and/or population density over 2,000 people per square mile.

Suburban: an incorporated or unincorporated area with a population of 10,000 to 29,999 and/or any area with a population density of 1,000 to 2,000 people per square mile.

Rural: an incorporated or unincorporated area with total population less than 10,000 people, or with a population of less than 1,000 people per square mile.

Wilderness: any rural area not readily accessible by public or private maintained road.

JAN 10 2013

RESOLUTION NO. 12-1825

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, CALLING FOR AN ELECTION AT THE APRIL 2013 SPECIAL ELECTION DATE, OR AS SOON THEREAFTER AS POSSIBLE, CONCERNING ANNEXATION TO JOIN PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22.

WHEREAS, RCW 52.04.071 establishes the procedure for elections concerning annexation of a city into a fire protection district; and,

WHEREAS, the City of Milton adopted Ordinance No. 1794-12 stating the City's intent to annex into Pierce County Fire Protection District No. 22, dba East Pierce Fire & Rescue, and making a finding that the public interest will be served thereby, authorizing the mayor to execute an interlocal agreement regarding such annexation, authorizing the filing of a notice of intention with the Pierce County and King County boundary review boards, requesting that a special election be called and held on the annexation at the April 2013 special election date or as soon thereafter as possible; and

WHEREAS, likewise, the board of fire commissioners of Pierce County Fire Protection District No. 22, dba East Pierce Fire & Rescue, concurred in the annexation; and

WHEREAS, notification of intent to annex is being transmitted to the legislative authorities of the counties in which the Milton and Pierce County Fire Protection District No. 22, dba East Pierce Fire & Rescue, are situated; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Pursuant to RCW 52.04.071, the City of Milton requests that the legislative authorities of King and Pierce Counties place a proposition on the ballot of the April,

2013 special election date, or as soon thereafter as possible, for voters in the City of Milton to approve or reject the annexation of the City of Milton to be part of Pierce County Fire Protection District No. 22, dba East Pierce Fire & Rescue, substantially as follows:

**Shall the City of Milton be annexed to and be a part of
Pierce County Fire Protection District No. 22, dba East
Pierce Fire & Rescue?**


YES _____
NO _____

RESOLVED this 13th day of November, 2012.

APPROVED:


DEBRA PERRY, MAYOR

ATTEST/AUTHENTICATED:


LISA TYLOR, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 12-1825

RECEIVED
PIERCE CO. AUDITOR

JAN 10 2013

LMT
1-8-13