RESOLUTION NO. 67

A RESOLUTION OF THE CITY OF NEWPORT HILLS, WASHINGTON, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES WITH THE CITY OF BELLEVUE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWPORT HILLS, WASHINGTON, AS FOLLOWS:

Section 1. **Authorization.** City Manager or his designee is authorized and directed to execute on behalf of the City the Agreement with the City of Bellevue regarding fire protection services, which has been filed with the City Clerk and identified with Clerk’s Receiving No. ____.

Section 2. **Effective Date.** The effective date of the Agreement will be immediately upon signing.

ADOPTED BY THE CITY COUNCIL ON NOVEMBER 21, 1994.

[Signature]
Mayor Tom Drummond

ATTEST:

[Signature]
Susan Matthew, City Clerk
FIRE PROTECTION SERVICES AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND THE CITY OF NEWCASTLE

THIS AGREEMENT is made and entered into this ___________ day of _________________________, 1996, by and between the City of Bellevue, a municipal corporation in the state of Washington, hereinafter referred to as "Bellevue", and the City of Newcastle, hereinafter referred to as "Newcastle".

WITNESSETH:

WHEREAS, both parties have the power, authority, or responsibility to provide fire protection, emergency medical, hazardous materials response, arson investigation, emergency preparedness, and fire code inspection services within their respective boundaries and to contract for the provision of fire services outside of their boundaries; and,

WHEREAS, Bellevue has established and maintains a fire department, and is capable, within reasonable limitations, of providing service into the geographical area of the City of Newcastle; and

WHEREAS, substantial investigation and negotiation has occurred in an effort to determine a service fee which is equitable; and

WHEREAS, Bellevue and King County Fire Protection District No. 25 entered on April 7, 1994, into an Agreement for the division of assets between Bellevue and the District; and

WHEREAS, the Agreement provides that Bellevue will provide fire service to the
City of Newcastle in 1996 for $1.21 per $1,000.00 of assessed valuation in the City of Newcastle; and

WHEREAS, the City of Newcastle has agreed with Fire District No. 25 that the City of Newcastle is authorized to contract directly with the City of Bellevue for fire services in 1996; and

WHEREAS, the City of Bellevue has agreed to contract directly with the City of Newcastle for fire services in 1996 pursuant to the same terms the City agreed to in the April 7 Agreement with Fire District No. 25; and

WHEREAS, the term of this Agreement shall be from January 1st, 1996 to December 31st, 1996; and

WHEREAS, Newcastle desires to enter into this Agreement for the purpose of utilizing Bellevue’s fire protection, emergency medical, hazardous materials response, arson investigation, emergency preparedness and fire code inspection services in the City of Newcastle, and thereby avoid unnecessary duplication of effort and expenditures of public funds; and

WHEREAS, the service fee established for service to Newcastle is acknowledged by both parties to be part of the negotiated agreement and fair and equitable; and

WHEREAS, such agreements as herein set forth are specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington; NOW, THEREFORE

In consideration of the promises and agreements herein contained, and subject
to the terms and conditions hereinafter set forth, it is hereby mutually understood and agreed by the parties hereto as follows:

1. **Service**

   Bellevue shall furnish fire protection, emergency medical, hazardous materials response, arson investigation, emergency preparedness and fire code inspection services to the City of Newcastle, limited to service within its corporate limits, which are substantially the same as those given to Bellevue, but Bellevue shall not be held liable by the City of Newcastle if reasonably unable to do so. During the term of this Agreement, Bellevue shall operate a fire station at the current location of Station No. 17 (effective January 1, 1995, the station will become Bellevue Fire Station No. 9).

2. **Discretion Regarding Manner of Providing Service**

   In all events, Bellevue shall have the sole discretion as to the personnel and equipment that will respond to each call for fire protection, emergency medical, hazardous materials response, arson investigation, emergency preparedness and fire code inspection services. Bellevue shall have complete discretion as to the order of response to calls, and shall be the sole judge as to the most expeditious, efficient, and effective manner of handling and responding to calls for service or the rendering thereof.

3. **Reporting**

   Bellevue shall provide the City of Newcastle with the following reports regarding services provided under this Agreement:
a. During major fires or medical emergencies occurring within the City of Newcastle, Bellevue shall make a reasonable effort to contact the City of Newcastle Police Chief, City Manager, or other responsible official designated by the City Manager (at home if necessary). The City of Newcastle shall provide the Bellevue Fire Chief with names and phone numbers for this purpose.

b. By the first working day following a fire or major medical emergency occurring within the City of Newcastle, Bellevue shall provide the City of Newcastle with a verbal or written report confirming the time and location of the incident, the cause, if known, and the general nature and extent of the loss sustained and/or injury suffered.

c. Within fifteen (15) days after the end of each month, Bellevue shall provide the City of Newcastle with a written report showing the number and type of service calls for the preceding month, a cumulative year to date total, and comparable figures for the prior year.

4. Service Fee

Newcastle shall pay the contract service fee to Bellevue for such fire protection, emergency medical, hazardous materials response, arson investigation, emergency preparedness and fire code inspection services.

The City of Bellevue will provide such services to the City of Newcastle for an annual sum equivalent to $1.21 per $1,000.00 assessed valuation. The assessed valuation for purposes of this contract shall be the assessed valuation as determined by the King County Assessor’s Office in the Certification of Assessed
Valuation for the City of Newcastle for the 1996 tax year. The City of Bellevue will notify Newcastle of the 1996 contract amount once such certified assessed values are made available.

Newcastle agrees that the 1996 funds collected by King County for advanced life support, basic life support and 911 response for the City of Newcastle shall be distributed directly to Bellevue in 1996.

5. Payment Terms

The service fee shall be payable in two equal installments on June 1 and November 1, 1996. If payment is not received within ten (10) days of the date the payment is due, such payment shall be subject to an interest charge of ten percent (10%) per annum, commencing 10 days after the payment due date. If payment is one hundred and eighty (180) days delinquent, service may be withheld until payments, including interest, have been made.

6. Contract Term

The term of this Agreement shall be from January 1st, 1996 through December 31st, 1996.

7. Assignment

No assignment or other transfer of rights or obligations not specifically described in this Agreement shall be made by either party, and any attempt to so assign or transfer such rights shall be a breach of this Agreement and the assignment shall be of no further effect.
8. **Hold Harmless**

Newcastle shall protect, defend, indemnify, and save Bellevue, its officers, employees, and agents harmless from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of Newcastle, its officers, employees, or agents relating to or in the performance of this agreement.

Bellevue shall protect, defend, indemnify, and save Newcastle, its officers, employees, and agents harmless from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of Bellevue, its officers, employees, or agents relating to or in the performance of this agreement.

9. **Agreement**

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.
10. **Termination**

This Agreement shall terminate on December 31st, 1996.

IN WITNESS WHEREOF, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the date first above written.

CITY OF BELLEVUE

By ____________________________

Its ____________________________

Approved as to Form:

CITY OF BELLEVUE
RICHARD L. ANDREWS, City Attorney

CITY OF NEWCASTLE

By ____________________________

Its ____________________________

DAVID E. KAHN
Assistant City Attorney

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