

Return Address

SNO. Co. F.D. #1
12310 Meridian Ave
Everett WA 98202

Attn: District Secretary



200501190841 26 PGS
01-19-2005 03:19pm \$44.00
SNOHOMISH COUNTY, WASHINGTON

Document Title(s)

Interlocal Agreement

Reference Number(s) of Related Document(s)

Additional Reference #'s on Page _____

Grantor(s)

SNO. Co, FIRE DISTRICT #1

Additional Grantors on Page _____

Grantee(s)

City of Brier

Additional Grantees on Page _____

Legal Description (abbreviated form: ie Lot/Block/Plat or Section/Township/Range)

Assessor's Property Tax Parcel/Account Number

Complete Legal on Page _____

Additional Parcel #'s on Page _____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1**, a Washington municipal corporation (the "District") and the **CITY OF BRIER**, a Washington city (the "City") is for the provision of fire and emergency medical services.

WHEREAS, the City desires to contract with the District to provide fire and emergency medical services to the City, and the District desires to provide these services; and

WHEREAS, the District and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements which allow the District and the City to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I. Definitions

- 1.1 **Definitions.** The following definitions shall apply throughout this Agreement.
- a. City: City of Brier.
 - b. Commencement Date: The date at which the performance and obligations of the parties as contained herein begin.
 - c. Contract Payment: The annual amount that the City will pay to the District pursuant to this Agreement.
 - d. District: Snohomish County Fire Protection District No. 1.
 - e. District Fire Chief: The fire chief of Snohomish County Fire Protection District No. 1.
 - f. Effective Date: The date this Agreement is executed by both parties.
 - g. Firefighter/EMS Personnel: Full-time, compensated employees, firefighters, emergency medical technicians, or paramedics.
 - h. Insurance: The term "insurance" as used in this Agreement means either valid insurance offered and sold by a commercial insurance company or carrier approved to do business in the State of Washington by the Washington State Insurance Commissioner or valid self-insurance through a self-insurance pooling organization approved for operation in the State of Washington by the Washington State Risk Manager or any combination of valid commercial

insurance and self-insurance pooling if both are approved for sale and/or operation in the State of Washington.

- i. Material Breach: A Material Breach means: (i) the District's failure to meet the standards of response coverage as described in paragraph 3.1 herein; or (ii) the City's failure to timely pay the Contract Payment as described in paragraph 4.1 herein.
- j. Reflex Time: The time period beginning when a call is received at the dispatch center and ending when a responding unit first arrives on site.
- k. Service Level (or Level of Service): This term refers to the service provided to the City based upon the Standards of Response Coverage described herein.

II. Scope of Services

- 2.1 **Fire Suppression Services.** The District shall, as provided in the District, provide all services necessary for fire suppression, hazardous material response, and rescue response to a service area covering the corporate limits of Brier. A map showing the existing corporate limits is attached hereto as Exhibit "E".
- 2.2 **Emergency Medical Services.** The District shall, as provided in the District, provide all services necessary for basic life support emergency medical service, and fire-based advanced life support emergency medical services to a service area covering the corporate limits of Brier as outlined in Exhibit "A".
- 2.3 **Fire Prevention Services.** The District agrees to provide certain fire prevention services to the City as outlined in Exhibit "B", which is attached hereto and incorporated herein by reference.
- 2.4 **Fire Service Support Services.** The District agrees to furnish certain support services as outlined in Exhibit "C", which is attached hereto and incorporated herein by reference.
- 2.5 **Training and Education.** The District agrees to provide training and education to all firefighter and emergency medical service personnel in accordance with applicable statutory provisions, regulations and standards of the Washington Administrative Code.
- 2.6 **Emergency Management.** The District agrees to provide oversight and coordination on the City's Emergency Operations Plans.
- 2.7 **Fire Marshal.** The District Fire Chief or his/her designee shall be the City's Fire Marshal for purposes of statutory provisions, regulations and the City's Municipal Code.
 - 2.7.1 The District Fire Chief shall designate an individual to serve as Fire Marshal, with the City's prior approval.
 - 2.7.2 In the event the City becomes dissatisfied with the services of the Fire Marshal, the City shall notify the District Fire Chief in writing. Such notification shall include reasonable cause for the City's dissatisfaction. Upon notification of such reasonable cause, the District Fire Chief will take corrective action as necessary

to address the City's concerns. The City may charge permit applicants and others using these services for the services of the Fire Marshal as it deems appropriate. The billing of these charges and expenses associated with such billing shall be the sole obligation of the City.

- 2.8 **City Fire Chief.** The District's Fire Chief shall be designated as the City's Fire Chief for purposes of applicable statutory provisions, regulations and the City's Municipal Code.

III. Standards for Services

- 3.1 **Standards of Response Coverage.** The District agrees to maintain a maximum Reflex Time in the response to emergencies and the deployment and utilization of personnel as follows:

3.1.1 Fire and Basic Life Support Medical Emergencies: Eight (8) minutes for ninety percent (90%) of all fire and BLS incidents evaluated on a rolling twelve (12) month period.

3.1.2 Advanced Life Support Medical Emergencies: Eight (8) minutes for ninety percent (90%) of all ALS incidents evaluated on a rolling twelve (12) month period.

3.1.3 Effective Response Force: Ten (10) minutes for ninety percent (90%) of all incidents requiring an effective response force evaluated on a rolling twelve (12) month period.

3.2 **Response Coverage Exceptions.** Exceptions to the Standards of Response Coverage may occur in unusual circumstances such as where there is a significant emergency event(s) in the District, the City, or other areas which are under a mutual aid agreement. Unusual circumstances and significant emergencies mean such matters as major earth quake, natural disasters, and other declared and recognized area wide emergencies.

- 3.3 **Concurrent Emergencies.** It is understood and agreed by the parties that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers and automatic and/or mutual aid agreements. Nothing herein shall require the District to respond first within the City as opposed to other areas protected by the District. Rather, the parties recognize that responses to concurrent emergencies shall be determined by the District based upon the District's operational judgment and without regard to where the concurrent emergencies occur.

- 3.4 **Changes in Services.** During the term of this Agreement, Service changes may be mandated that are beyond the control of either party. Additionally, either party may desire to change the Services including but not limited to those services identified in Article II, Scope of Services and Article III, Standards for Services. Where a material Service change is to occur because of a change that is mandated by law, the parties shall renegotiate the Contract Payment. If a Service change is mutually desired, then the parties will renegotiate the Services and the corresponding change in the Contract Payment, if any, incurred as a result of the change in service.

- 3.5 **Conference.** In the event the Reflex Time should consistently and repeatedly rise above the maximum Reflex Time designated herein, the District Fire Chief and the Mayor shall meet and confer to address the causes and possible remedies. Meeting and conferring shall be without prejudice to either party's rights under this Agreement.

IV.
Funding and Payment Terms

- 4.1 **Contract Payment.** The City shall annually pay the District a sum referred to as the Contract Payment for the services provided herein. The amount of the Contract Payment shall be determined according to Exhibit "D". Interest shall accrue on any unpaid portion of the Contract Payment at the rate of one and one-half percent (1.5%) per month until paid.
- 4.1.1 The Contract Payment shall be paid in equal quarterly installments on or before the following dates:
- a. First quarter payment due on January 15.
 - b. Second quarter payment due on April 15.
 - c. Third quarter payment due on July 15.
 - d. Fourth quarter payment due on September 15.
- 4.1.2 Interest shall begin to accrue on any quarterly payment which is not received by the District within ten (10) days after the applicable date set forth above.
- 4.1.3 The Contract Payment shall be adjusted each year in the following manner:
- a. No later than December 1 of each year, the District shall submit to the City a revision to Exhibit "D" of this Agreement, which shall identify the Contract Payment for the ensuing year.
 - b. The cost of Direct Station Personnel identified in Exhibit "D" shall be adjusted as changes occur by the percentage increase in labor costs resulting from the negotiated labor agreement between the District and IAFF Local 1997; provided that the Direct Station Personnel cost shall increase from one labor agreement to the next no more than the greater of: (i) the median compensation of comparable fire agencies; or (ii) the rate of inflation measured by the CPI-W Seattle-Tacoma-Bremerton metropolitan area for the twelve (12) month period ending June 30.
 - c. The parties agree that the cost model as identified in Exhibit "D" shall consist of indirect operating costs ("District Indirect Costs") determined by the following:
 - i. Overhead which shall be ten percent (10%) of cost of Direct Station Personnel.

- ii. Station equipment/maintenance/operation, which shall be ten percent (10%) of Direct Station Personnel.
 - iii. Fire Marshal allocation at five percent (5%) of cost of the position.
 - iv. Apparatus replacement costs based upon the schedule designated as Exhibit "F". Upon request the District will provide current information regarding existing and proposed apparatus replacement plans.
- d. The District Indirect Costs, identified in Exhibit "D", shall then be adjusted based upon the specified percentage of the increased cost of Direct Station Personnel.
 - e. The total of the Direct Station Personnel and the District Indirect Costs shall be the Contract Payment for the ensuing year.
 - f. If the labor agreement between the District and IAFF Local 1997 has not been finalized by December 1, then the District Direct Station Personnel costs and District Indirect Costs will be adjusted upon execution of the labor agreement, and the increase will be paid retroactively upon billing by the District.

4.1.4 In the event the City annexes portions of the District, the Contract Payment shall increase, but the amount of the increase shall be negotiated. In the event that the parties are unable to successfully renegotiate this increase to the Contract Payment, then the Dispute Resolution provision of this Agreement shall apply. The City may annex the "island" described in Exhibit "G" without any increase to the Contract Payment."

4.2 **Contract Payment Renegotiation.** In the event that there is a material and significant increase or decrease in the costs of providing services under this Agreement, the parties shall renegotiate this Agreement and the Contract Payment. In the event that the parties are unable to successfully renegotiate this Agreement through good faith negotiations, then the Dispute Resolution provision of this Agreement shall apply.

4.3 **Transport Fees.** The District shall charge the same transport fees in the City as it charges in the District; provided, however, that the District shall not charge transport fees until July 1, 2006.

4.3.1 The District shall make a good faith effort to complete the purchase of property within the vicinity of Poplar and Larch prior to July 1, 2006 and to begin the process of constructing a new fire station on such site.

4.4 **No Unfunded Mandates.** The parties agree that the City shall not create any unfunded mandates for increased service by the District.

4.5 **District Charges Under RCW 52.30.020.** The District may exercise such power as may be granted by RCW 52.30.020 or other provisions of state or federal law related to fire

protection and emergency medical services by contracting directly with state agencies, state institutions, or municipal corporations located within the City for such fire protection and prevention services; provided that the exercise of such power shall not result in a decrease in the Standards of Response Coverage set forth herein unless the parties hereto mutually agree otherwise.

- 4.5.1 Should the exercise of such power result in the impact to the services provided under this Agreement or the cost of providing said services, the District shall negotiate the impact with the City and the City shall not unreasonably withhold approval of the exercise of such power.

V. Employees

- 5.1 **Personnel.** There are no City employees who shall be assigned to or work for the District pursuant to this Agreement. The District shall be solely responsible for all employee claims by employees of the District, regardless of personnel, wage and benefit matters, injury and disability matters, or union and collective bargaining agreements.

VI. Equipment

- 6.1 **District Purchase of New Equipment.** The District, in its sole discretion, may elect to purchase new equipment or otherwise assign District equipment for use within the City.

VII. Oversight and Reporting

- 7.1 **Reporting and Joint Committee.** The District Fire Chief and the Mayor or his/her designate shall act as the administrator of this Agreement for purposes of RCW 39.34.030. During the term of this Agreement, the District Fire Chief shall provide the City with quarterly reports concerning the provisions of this Agreement. The format and topics of the reports shall be agreed upon by the District Fire Chief and the City. Additionally, two (2) District board members and two (2) City council members, along with the Fire Chief and Mayor shall meet at least once per calendar year on or before April 1 for the purpose of communicating about issues related to this Agreement. The District Fire Chief and the City shall present a joint report to the committee for its review prior to such annual meeting.
- 7.2 **Representation.** The District shall represent the City on intergovernmental boards or on matters involving the provision of services under this Agreement as reasonably requested by the City. The City reserves the right to represent itself in any matter in which the interests of the City and the District are not mutual.

VIII. Existing Agreements

- 8.1 **Existing City Agreements.** The City may have contractual relationships with the entities or agencies listed herein. The City shall maintain its representation and

obligations with those entities or agencies and will act to represent itself and retain authority to negotiate on its behalf. The District shall provide representation on behalf of the City on technical committees only.

- 8.1.1 ESCA. The City shall maintain its individual relationship and obligations through its contract with the Emergency Services Coordinating Agency.
- 8.1.2 SNO-COM. The City shall maintain its individual relationship and obligations through its contract with the Snohomish County Communications Center as its emergency communications agency for fire, rescue and emergency medical services.
- 8.1.3 SERS. The City shall maintain its individual relationship and obligations through its contract with the Snohomish County Emergency Radio System Agency as the provider of purchase and installation of the 800 MHz radio system.
- 8.2 **Mutual and Automatic Aid Agreements**. The parties currently have individual responsibilities and contractual obligations under their respective agreements with other fire agencies. The District shall assume the City's contractual responsibility and obligations for the provision of mutual and automatic aid. At such time as these agreements are renegotiated and re-executed, the District will represent the City's interests and shall be signatory to the agreements on behalf of the City.
- 8.3 **Coordination of Services**. The parties agree to coordinate their individual relationships with other entities and agencies so that the services under this Agreement will be provided in an efficient and cost effective manner. The City and District agree to keep each other fully informed and advised as to any changes in their respective relationships with those entities or agencies, whether or not those changes impact the parties' obligations under this Agreement. Notice of any change in the relationship or obligations shall be provided to the other party in writing.
- 8.4 **Adjustments**. The parties agree to meet and confer and make necessary adjustments to the scope of services under Article II herein, or to the Contract Payment, in the event that material changes in their respective relationships with the entities or agencies identified herein impact the parties' obligations under this Agreement.
- 8.5 **Disputes**. In the event that any dispute between the parties cannot be resolved by good faith negotiations between the parties, then the Dispute Resolution provisions of this Agreement shall apply.

IX.

Term and Termination

- 9.1 **Effective Date**. The Effective Date of this Agreement shall be upon its execution by both parties.
- 9.2 **Commencement Date**. The Commencement Date of this Agreement shall be January 1, 2005.

9.3 **Term.** This Agreement shall continue in effect for a period of twenty (20) years from the Commencement Date, until December 31, 2024, unless terminated earlier as provided herein.

9.3.1 After the initial twenty (20) year term, this Agreement shall automatically renew under the same terms and conditions for successive five (5) year periods unless terminated as provided herein.

9.3.2 In the event of a Material Breach of this Agreement, the parties shall, unless the parties mutually agree otherwise, continue to perform their respective obligations under this Agreement for a minimum of twelve (12) months after notice of the Material Breach (the "Wind Up Period"); provided, however, that the Wind Up Period shall be six (6) months if the Material Breach involves the City's failure to make the Contract Payment. Provided, further, that during the Wind Up Period, the parties shall coordinate their efforts to prepare for the transition. Further, the City will be responsible for all payments required herein until the conclusion of the Wind Up Period.

9.4 **Termination.**

9.4.1 Within First Five (5) Years. The parties acknowledge that in entering into this Agreement, significant financial and personnel resources have been expended. Therefore, neither party may terminate this Agreement within the first five (5) years following the Commencement Date except for a Material Breach of this Agreement which the breaching party fails to cure within a reasonable amount of time after receiving written notice from the non-breaching party. The parties' intent by this section is to provide both service stability and job security to employees.

9.4.2 After First Five (5) Years. In addition to terminating this Agreement for a Material Breach, either party may terminate this Agreement after the first five (5) years from the Commencement Date by providing the other party with two (2) years' written notice of its intent to so terminate. Notice under this provision may only be given after five (5) years have elapsed following the Commencement Date. If notice is given in accordance with this provision 9.4.2, then each party shall bear its own costs associated with the termination.

9.4.3 The costs associated with terminating this Agreement shall, in the event of a Material Breach, be borne by the breaching party. PROVIDED THAT, in the following circumstances the costs of termination shall be apportioned as follows:

a. *Termination Because of State Law.* In the event that this Agreement is terminated due to a change in law, each party shall bear its own costs associated with the termination.

b. *Mutual Termination.* In the event that the parties mutually agree to terminate this Agreement, each party shall bear its own costs associated with the termination.

- c. For purposes of this section 9.4.3, the term "costs" shall expressly exclude any costs (including debt service) related to the new fire station that the District plans to construct near the northern border of the City.

9.5 **Mitigation.** The parties have an affirmative duty to mitigate their respective costs of termination, irrespective of the party who elects to terminate this Agreement and irrespective of the party who must bear the costs of termination.

X.
Other Issues

10.1 **District Merger.** In the event that the District merges with or enters into an interlocal agreement with any other fire district that is substantially equivalent to a merger, then this Agreement, at the option of the District, may be assigned to the newly created fire district. However, prior to any merger or effective date of any interlocal agreement, the District shall present the plan of merger to the City for informational purposes. Any such merger or interlocal agreement shall not diminish the City's rights under this Agreement.

10.2 **Annexations.** In the event that City and District voters elect to annex the City into the District, this Agreement shall become null and void.

XI.
City and District Are Independent Municipal Governments

11.1 **City and District are Independent Municipal Governments.** The parties recognize and agree that the parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically and without limiting the foregoing, the District shall have the sole discretion and the obligation to determine the exact method by which the services are provided within the District and within the City.

11.2 **No Preferential Service.** The District shall assign the resources available to it without regard to internal political boundaries, but rather, based upon the operational judgment of the District.

11.3 **No Assumption of Liabilities or Obligations.** Except as expressly set forth herein, neither party shall be liable for any debts or obligations of the other.

XII.
Insurance

12.1 **Insurance.** For the duration of this Agreement, each Party shall maintain insurance as follows:

12.1.1 Each party shall maintain its own insurance.

12.1.2 The City shall maintain an insurance policy insuring against liability for accidents for which the City is otherwise liable under the law. No additional insurance obligation shall inure to the City. The City's policy shall be in an amount not less

than one million dollars (\$1,000,000.00) per occurrence with a deductible of not more than five thousand dollars (\$5,000.00).

- 12.1.3 The District shall maintain an insurance policy insuring against liability arising out of work or operations performed by the District under this Agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence with a deductible of not more than five thousand dollars (\$5,000.00). The phrase "work or operations" shall include the services of the Fire Marshal and the District's Fire Chief, acting in the capacity of City Fire Chief.
- 12.2 **Payment of Additional Premiums.** There shall be no additional premium expense or charge to the City, any such expense already forming a part of the Contract Payment as described above.
- 12.3 **Hold Harmless.** To the extent each party's insurance coverage is not voided, each party agrees to defend and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of the negligent and intentional acts or omissions of such Party's officers, officials, employees and volunteers in connection with the performance of the Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- 12.4 **Cross Release.** Except as specifically provided in this Agreement, and except in the event of breach of this Agreement, the District and the City do hereby forever release each other from any claims, demands, damages or causes of action related to damage to equipment or property owned by the parties. It is the intent of the parties to cover this risk with the insurance noted above.

XIII. **Dispute Resolution**

- 14.1 **Non-Binding Mediation.** It is the intent of the parties herein to resolve all disputes between them without litigation. The parties shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the parties. If the parties cannot agree upon a mediator, the parties shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS) and request that a mediator be appointed. If the parties cannot agree on which of these services to use, one of them shall be selected at random. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation as provided in paragraph 14.3 herein.
- 14.2 **Binding Arbitration.** Whenever the parties are unsuccessful in renegotiating the Contract Payment after having completed mediation, the parties shall submit the matter to binding arbitration with one of the foregoing arbitration services. The arbitration shall be conducted according to the selected arbitration service's Streamlined Arbitration Rules and Procedures. At this arbitration, the arbitrator shall, as nearly as possible, apply the analysis used in Article IV and Exhibit D to adjust the Contract Payment; the arbitrator may deviate from such analysis and use principles of fairness and equity, but

should do so sparingly. Unless the parties mutually consent, the results of any binding arbitration shall not be deemed to be precedent for any subsequent mediations or arbitrations.

- 13.3 **Litigation.** In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and attorneys' fees incurred by that party, and in the event any judgment is secured by such prevailing party, all such costs and attorneys' fees of collection shall be included in any such judgment. Jurisdiction and venue for this Agreement lie exclusively in Snohomish County, Washington.

XIV. **Miscellaneous Provisions**

- 14.1 **Notices.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The District Secretary:
Snohomish County Fire Protection District No. 1
12310 Meridian Avenue
Everett, WA 98208

The City Clerk:
City of Brier
2901 – 228th Street S.W.
Brier, Washington 98036


or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

- 14.2 **No Benefit to Third Parties.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.
- 14.3 **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.
- 14.4 **Further Cooperation.** The parties shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.

14.5 **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and exhibits hereto; this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

Signed this 13th day of January, 2005.

**SNOHOMISH COUNTY FIRE PROTECTION
DISTRICT NO. 1**

By: 
James K. Kenny, Chair


By: 
Charles E. Graham, Vice Chair

By: 
Brian S. McMahan, Commissioner

By: 
Joan E. Miller, Commissioner

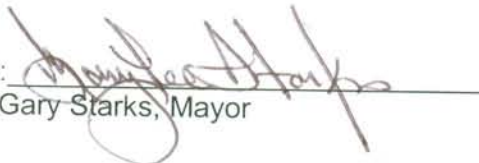
ATTEST:

By: 
Lawrence Hadland, Commissioner


Ellen M. Ransford, District Secretary

Signed this 13th day of January, 2005.

CITY OF BRIER

By: 
Gary Starks, Mayor

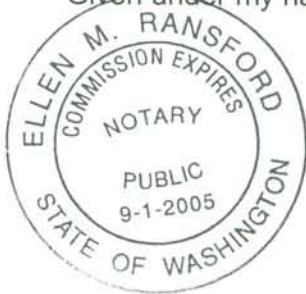
Attest: 
Paula Swisher, City Clerk



STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Brian S. McMahan, Joan E. Miller, Lawrence Hadland, James K. Kenny, Charles E. Graham and Ellen M. Ransford, to me known to be the Commissioners and District Secretary, respectively, of Snohomish County Fire District No. 1 and on oath verified that they were authorized to execute this document on behalf of the Fire District for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of January, 2005.



Ellen M. Ransford

Name:
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville.

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Gary Starks and Paula Swisher, to me known to be the Mayor and the City Clerk, respectively, of the City of Mountlake Terrace and on oath verified that they were authorized to execute this document on behalf of the City for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of January, 2005.



Ellen M. Ransford

Name:
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville.

EXHIBIT A

EMERGENCY MEDICAL SERVICES

(paragraph 2.2)

The District shall provide the following emergency services to the City:

1. Emergency medical service shall be provided by a fire-based response. All firefighters will be cross-trained as emergency medical technicians and certain firefighters will be cross-trained as paramedics. The dual use of firefighters for a total emergency medical service response, at either a basic life support level or advanced life support level, is a systems approach to improve both fire and emergency medical services.
2. Emergency medical services with the City shall be certified by the Washington State Department of Health and Snohomish County.
3. The District shall provide a transport ambulance for emergency medical response, equipped with proper equipment and supplies to administer basic and advanced life support services.
4. The District shall provide transport of patients to the closest appropriate hospital or the hospital of the patient's choice to the same extent as provided in the District.

EXHIBIT B

FIRE PREVENTION SERVICES

(paragraph 2.3)

Fire prevention services provided by the District to the City shall include the following services:

1. Plan Review: The District shall provide fire and life safety plan review for new development and construction consistent with applicable statutes, regulations and the City Code. The District shall coordinate plan review services with the City's Development Review Team by reviewing plans within set timelines, attending plan review and other meetings, as requested, and responding to applicant questions as requested.
2. Fire Inspections: The District shall conduct a program of fire inspection of commercial, industrial and multi-family properties on a biennial basis.
3. Fire Investigation: The District shall investigate fire to determine origin and cause. Investigations shall be conducted in coordination with the City Police Department.
4. Public Education: The District shall provide a program of public education activities within the City. The program shall include, but is not limited to, annual fire safety education classes at elementary schools, fire safety education classes for special or targeted groups, participation in community events, and fire safety and first aid training for City employees. Where appropriate, fire safety education programs shall be coordinated with City crime prevention programs.

EXHIBIT C

FIRE SUPPORT SERVICES

(paragraph 2.4)

The District shall provide the following fire and emergency medical support services to the City:

1. District shall provide Public Information Services to handle media inquiries on emergency incidents, fire service events and program. The District shall provide news releases and publicity of fire service events and programs.

Exhibit D

CONTRACT PAYMENT MODEL
(paragraph 4.1)

EXHIBIT D

POSITION	Head Count	Base Wage	0% OT	2%+5 Yrs Longevity	Education	Sick Leave Incentive	\$675/Yr L2 Only	FICA	1.45% Medicare	3.36% Industrial Insurance	0.25% Unemployment Insurance	L1, 23% L2, 3.25% Retirement	Health Insurance	3.50% Deferred Compensation	Total Compensation	Average Compensation
Battalion Chief 1	1	83,497	-	3,340	3,000	675	-	-	1,252	2,805	209	2,530	12,995	2,922	13,226	13,226
Battalion Chief 2	3	256,057	-	17,070	8,016	1,350	-	-	2,561	8,604	640	5,360	38,984	8,962	347,603	116,546
Captain/Paramedic 2	2	155,861	-	3,117	3,000	1,350	-	-	2,338	5,237	390	4,723	25,869	5,455	207,459	
Captain 1	6	434,183	-	31,840	5,340	2,700	-	-	4,342	14,569	1,085	7,750	77,967	15,196	594,993	99,165
Company 2	16	1,187,509	-	71,251	36,072	8,775	-	-	14,473	39,000	2,969	29,725	207,913	41,563	1,640,149	102,509
Firefighter/Paramedic 1	1	55,664	-	1,113	3,000	675	-	-	835	1,870	139	1,687	12,965	1,948	79,927	79,927
Firefighter/Paramedic 4	9	341,409	-	-	-	4,050	-	-	5,121	11,471	854	10,345	77,967	11,949	463,166	77,194
Firefighter/Paramedic 5	6	354,942	-	-	-	675	-	-	974	2,182	162	1,968	12,965	2,273	86,171	86,171
Sr Firefighter 1	16	489,573	-	56,901	19,080	4,050	-	-	5,856	13,342	993	12,031	77,967	13,898	536,506	89,418
Sr Firefighter 2	20	1,274,098	-	69,801	20,412	12,625	-	-	18,156	42,810	2,474	24,771	207,913	34,636	1,300,127	86,883
Sr Firefighter/Paramedic 1	8	1,248,885	-	17,802	29,862	4,725	-	-	17,664	41,995	3,117	35,634	259,891	44,593	1,781,587	89,079
Sr Firefighter/Paramedic 2	8	567,159	-	12,802	15,838	4,725	-	-	6,401	16,729	1,245	15,096	90,962	17,426	749,336	94,540
Averages	104	7,853,928	-	303,644	154,868	62,773	-	-	92,134	234,684	17,462	188,654	1,338,440	244,463	9,691,962	93,192

Estimated 2004 Labor Costs with 13.744 Total Personnel

Compensation	Head Count	Average Total Compensation
BC	460,828	115,207
Capt	2,442,601	101,775
FF	3,251,641	87,862
PM	3,536,892	90,690
TOTAL	104	13,744

SHIFT LABOR

SHIFT A	SHIFT B	SHIFT C	SHIFT D	TOTAL
BC	0.1429	0.1429	0.1429	0.5716
Capt	0.968	0.968	0.968	3.872
FF	0.968	0.968	0.968	3.872
PM	1.5	1.5	1.5	6
TOTAL Personnel	3.5789	3.5789	3.5789	13.744

SHIFT A	SHIFT B	SHIFT C	SHIFT D	TOTAL
BC	16,463	16,463	16,463	65,852
Capt	98,518	98,518	98,518	394,073
FF	85,070	85,070	85,070	340,280
PM	136,034	136,034	136,034	544,137
TOTAL	336,086	336,086	336,086	1,344,342

2004	2005	Factor
1,344,342	1,411,963	39.25%
134,434	141,196	39.25%
134,434	141,196	39.25%
123,000	129,187	5%
57,000	59,446	39.25%
1,793,211	1,882,968	

DIRECT STATION LABOR

Overhead	10%
Equipment M&O	10%
Fire Marshal	
Apparatus Replacement	4%

INDIRECT OPERATING COSTS

Factor	39.25%
Factor	39.25%
Factor	5%
Factor	39.25%
Brier	554,195

Exhibit E

CORPORATE LIMITS OF CITY OF BRIER
(paragraph 2.1)

[see separate sheet]

Exhibit E

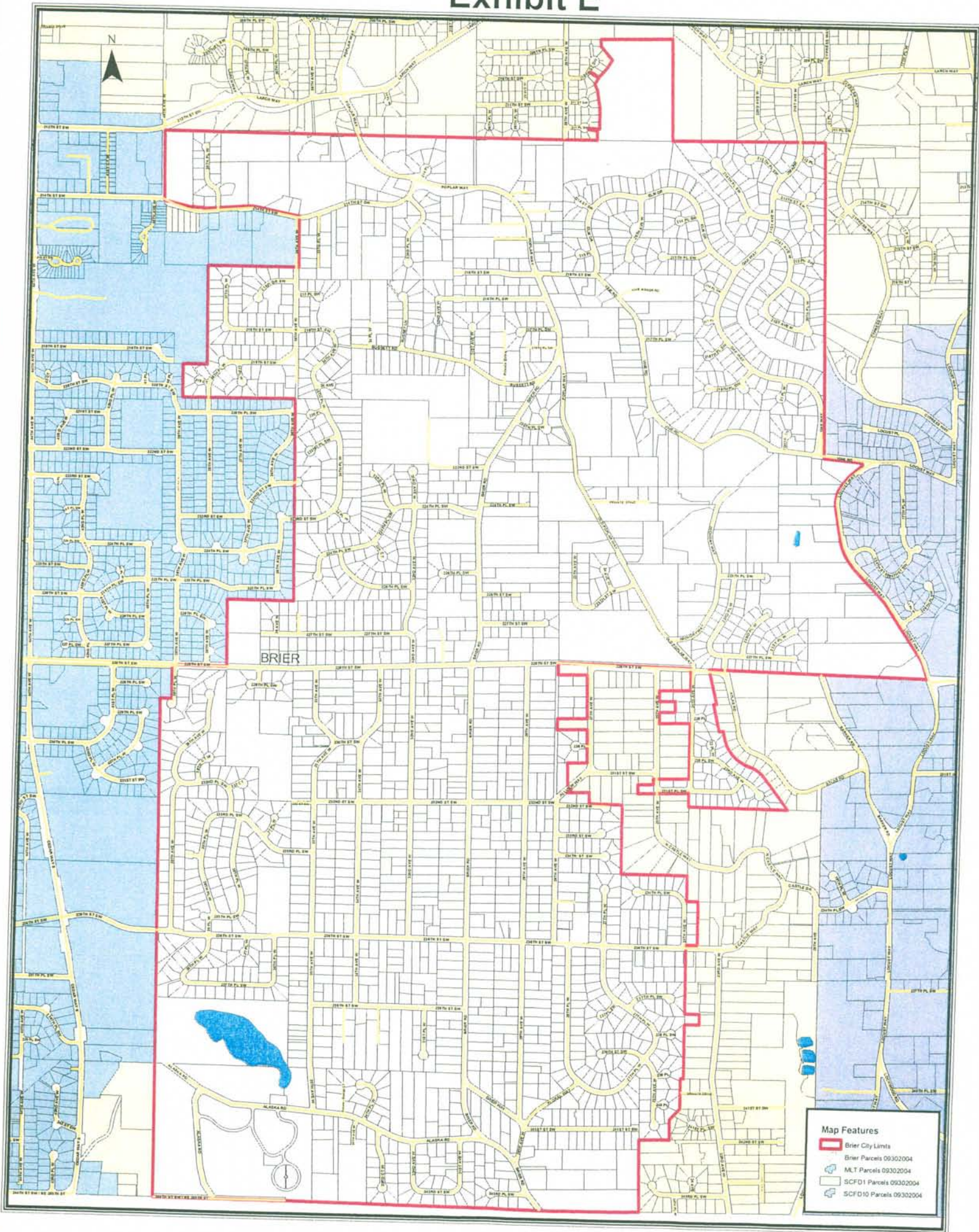


Exhibit F

APPARATUS REPLACEMENT SCHEDULE
(paragraph 4.1.3 (c)(iv))

[see separate sheet]

EQUIPMENT RESERVE MODEL



Year	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
Beginning Fund Balance	13	14	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
Contributions (Circuit Data)																						
Annual State Contributions	14,817	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	
Amortization - AEP/Leakage	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	(1,824)	
NET CHANGES	13,000	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	13,170	
TOTAL	26,811	28,004	28,164	28,324	28,484	28,644	28,804	28,964	29,124	29,284	29,444	29,604	29,764	29,924	30,084	30,244	30,404	30,564	30,724	30,884	31,044	
Energy Fund Reserve	24,871	26,419	26,925	27,431	27,937	28,443	28,949	29,455	29,961	30,467	30,973	31,479	31,985	32,491	32,997	33,503	34,009	34,515	35,021	35,527	36,033	

Asset	Purchase Price	Purchase Year	Life Cycle	Scheduled Replacement	Inflation	Adjusted Life	Years														
							2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Asset 1	100,000	2003	10	2013	4%	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 2	200,000	2005	15	2020	4%	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 3	300,000	2007	20	2027	4%	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 4	400,000	2009	25	2034	4%	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 5	500,000	2011	30	2041	4%	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 6	600,000	2013	35	2048	4%	35	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 7	700,000	2015	40	2055	4%	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 8	800,000	2017	45	2062	4%	45	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 9	900,000	2019	50	2069	4%	50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 10	1,000,000	2021	55	2076	4%	55	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 11	1,100,000	2023	60	2083	4%	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 12	1,200,000	2025	65	2090	4%	65	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 13	1,300,000	2027	70	2097	4%	70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 14	1,400,000	2029	75	2104	4%	75	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 15	1,500,000	2031	80	2111	4%	80	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 16	1,600,000	2033	85	2118	4%	85	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 17	1,700,000	2035	90	2125	4%	90	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 18	1,800,000	2037	95	2132	4%	95	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 19	1,900,000	2039	100	2139	4%	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 20	2,000,000	2041	105	2146	4%	105	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 21	2,100,000	2043	110	2153	4%	110	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 22	2,200,000	2045	115	2160	4%	115	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 23	2,300,000	2047	120	2167	4%	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 24	2,400,000	2049	125	2174	4%	125	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 25	2,500,000	2051	130	2181	4%	130	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 26	2,600,000	2053	135	2188	4%	135	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 27	2,700,000	2055	140	2195	4%	140	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 28	2,800,000	2057	145	2202	4%	145	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 29	2,900,000	2059	150	2209	4%	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 30	3,000,000	2061	155	2216	4%	155	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 31	3,100,000	2063	160	2223	4%	160	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 32	3,200,000	2065	165	2230	4%	165	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 33	3,300,000	2067	170	2237	4%	170	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 34	3,400,000	2069	175	2244	4%	175	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 35	3,500,000	2071	180	2251	4%	180	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 36	3,600,000	2073	185	2258	4%	185	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 37	3,700,000	2075	190	2265	4%	190	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 38	3,800,000	2077	195	2272	4%	195	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 39	3,900,000	2079	200	2279	4%	200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 40	4,000,000	2081	205	2286	4%	205	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 41	4,100,000	2083	210	2293	4%	210	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 42	4,200,000	2085	215	2300	4%	215	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 43	4,300,000	2087	220	2307	4%	220	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 44	4,400,000	2089	225	2314	4%	225	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 45	4,500,000	2091	230	2321	4%	230	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 46	4,600,000	2093	235	2328	4%	235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 47	4,700,000	2095	240	2335	4%	240	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 48	4,800,000	2097	245	2342	4%	245	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 49	4,900,000	2099	250	2349	4%	250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset 50	5,000,000	2101	255	2356	4%	255	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Exhibit G

ISLAND MAP
(paragraph 4.1.4)

[see separate sheet]

Exhibit G

