



# City Council Agenda Bill

**20066**  
Bill Number

**Subject:** Whatcom County Fire District 8 Interlocal Agreement concerning the Pacific Highway-Aldrich Road Annexation Mitigation

**Summary Statement:** The City and Whatcom County Fire Protection District 8 agree to three years of property tax remittance back to Fire District 8 in exchange for Fire/EMS response from District 8 into the newly annexed Pacific Highway/Aldrich Road area on time critical incidents. This agreement will provide the best urban Fire/Emergency Medical level responses to the annexed property owners

**Previous Council Action:** 2010 Automatic Aid Agreement with Fire District 8, July 15, 2013 approval of Pacific Highway-Aldrich Road annexation; effective July 30, 2013, August 5 direction to staff.

**Fiscal Impact:** \$23,292.00 paid annually for 3 years.

**Funding Source:** General Fund

**Attachments:** Mitigation agreement.

Meeting Activity	Meeting Date	Staff Recommendation	Presented By	Time
Committee Briefing Council Vote Requested	16-Sep-2013	Vote to Approve	Roger Christensen	.10

**Council Committee:**

**Public Works / Public Safety**  
Stan Snapp, Chair  
Terry Bornemann; Gene Knutson

**Committee Actions:**

**Council Action:**

**Agenda Bill Contact:**  
Roger Christensen

Reviewed By	Initials	Date
Fire Chief	<i>rc</i>	9/3

Finance	<i>JAA</i>	9/3/13
Legal	<i>DK</i>	9/9/13
Mayor	<i>KL/OK</i>	9/10/13

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BELLINGHAM AND FIRE DISTRICT #8  
CONCERNING THE PACIFIC HIGHWAY-ALDRICH ROAD ANNEXATION**

This Interlocal Agreement (Agreement") is entered into this \_\_\_ day of \_\_\_, 2013, between the City of Bellingham ("City"), a Washington municipality, and Whatcom County Fire Protection District No.8 ("District #8"), a Washington municipal corporation.

**1. RECITALS**

**WHEREAS**, on January 28, 2008, the Bellingham City Council approved Resolution 2008-04, thereby initiating the Pacific Highway-Aldrich Road annexation which includes an area approximately 262.5 acres in size ("Annexation Area") and is depicted in Exhibit A to this Agreement;

**WHEREAS**, on November 10, 2008, the Boundary Review Board approved the annexation;

**WHEREAS**, on July 15, 2013, the Bellingham City Council took final action approving the above referenced annexation such that the effective date of annexation is July 30, 2013;

**WHEREAS**, the Annexation Area was previously served by District #8, and, whereas upon the effective date of annexation the Bellingham Fire Department has assumed responsibility for providing service for fire/EMS/rescue/emergency management and fire prevention to the Annexation Area;

**WHEREAS**, the citizens of the area are best served, on time critical emergency medical and fire incidents, through an "Automatic Aid" agreement that includes a response from both Bellingham Fire Department and Whatcom County Fire Protection District 8;

**WHEREAS**, RCW 35.13.270 provides that property tax revenue within the newly annexed areas shall be paid to the City;

**WHEREAS**, the City and District #8 are currently collaborating both in administrative services and emergency response services and anticipate further consolidation of services at some future point;

**WHEREAS**, the parties recognize the need for an orderly transition of fire/EMS services related to this annexation and, a reasonable level of revenue sharing so that adequate levels of fire protection service will be provided to areas within and outside of the annexed area;

**WHEREAS**, District #8 and the City of Bellingham previously entered a 1997 Interlocal Agreement to mitigate the impact of future annexations into the City and on the ability of the Districts to provide an appropriate level of services to the remaining portions of the Districts, consistent with the Growth Management Act and with consideration of potential undue detriment to the City's ability to serve the annexed area; and

**WHEREAS**, in August 2011, District #8 and the City of Bellingham entered into an Inerlocal Agreement for Joint Operation and Service ("Joint Operation and Service Agreement," which is attached hereto as Exhibit B) under which District #8 and the City agreed to mutually provide services in a joint response area, which includes the Annexation Area as well as other areas.

## II. TERMS AND CONDITIONS

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. That effective July 30, 2013 the Bellingham Fire Department is responsible for providing fire protection and emergency medical services in the Annexation Area.
2. That starting July 30, 2013, the City shall pay to District #8 the fire district tax revenue from the Annexation Area for a period of three (3) years, as follows:

Levy rate at the time of annexation multiplied by the taxable assessed valuation of annexed area. Any assessments, bonding, or other revenues will not be included in the compensation calculation. District 8 will invoice the City each year and the City shall remit to District #8 the sum of \$23,292.00 by December 1, 2014, 2015 and 2016 In no case shall the compensation payments exceed the actual fire district taxes received by the City for the annexed area per RCW 35.13.270.

This obligation to share fire district tax revenue shall terminate at the conclusion of three (3) years from the effective date of annexation.

3. That effective July 30, 2013, and in consideration of the revenue sharing set forth above, District #8 shall provide automatic aid services, consistent with the Joint Operation and Service Agreement and under the following additional terms, conditions, and requirements:
  - a) The Annexation Area shall be considered a permanent portion of the Joint Service Area and shall receive automatic aid services from District #8 as determined by the Joint Board established by the Joint Operation and Service Agreement;
  - b) The District's obligation to provide automatic aid services to the Annexation Area shall continue until termination of the Joint Operation and Service Agreement or until five (5) years following the effective date of annexation, whichever date is later; and
  - c) This Agreement modifies the Joint Operations and Service Agreement only to the extent expressly set forth herein, and all other terms and conditions of such agreement remain in full force and effect.
4. That no transfer or distribution of assets shall occur or be demanded as provided for in the Revised Code of Washington, including RCW 35.02.190, RCW 35.02.200, and/or RCW 35.02.205.
5. That no modification, termination or amendment of this Agreement may be made except by written agreement signed by both parties.
6. That this Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute a single agreement.
7. That in addition to the acts required herein and contemplated to be performed, executed and/or delivered by either party, the parties hereto agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered, and all such further acts, and assurances, which may reasonably be required to effect the obligations contemplated herein.
8. That each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would

interpret the provision of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

9. That the terms and conditions herein have been negotiated based on the unique circumstances and timing of the above referenced annexation such that this Agreement shall in no way serve as precedent for future annexations by the City or for the mitigation of impacts to the District arising therefrom.

10. That this Agreement shall be effective only upon approval of the Agreement by the Bellingham City Council and full execution by the City and District #8.

11. That this Agreement shall terminate upon termination of the Joint Operation and Service Agreement or five (5) years following the effective date of annexation, whichever date is later.

12. All Recitals and Exhibits set forth or referenced above are expressly incorporated into this Agreement.

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2013, for **Whatcom County Fire District # 8:**

_____	_____
<i>Name</i>	<i>Title</i>

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2013, for the **City of Bellingham:**

**Departmental Approval:**

_____	_____
<i>Mayor</i>	<i>Department Head</i>

**Attest:**

**Approved as to Form:**

_____	_____
<i>Finance Director</i>	<i>Office of the City Attorney</i>

# Pacific Hwy/Aldrich Rd. Annexation

## LOCATION - MAP 1



City of Bellingham  
Planning & Community  
Development Department, 2010

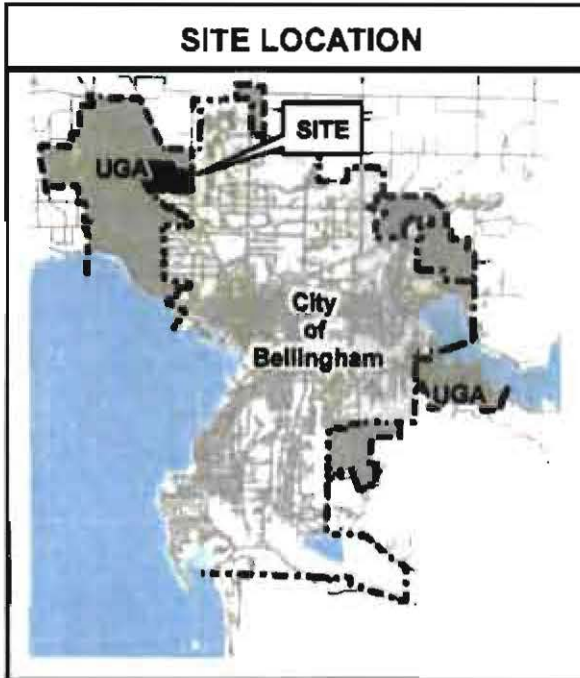
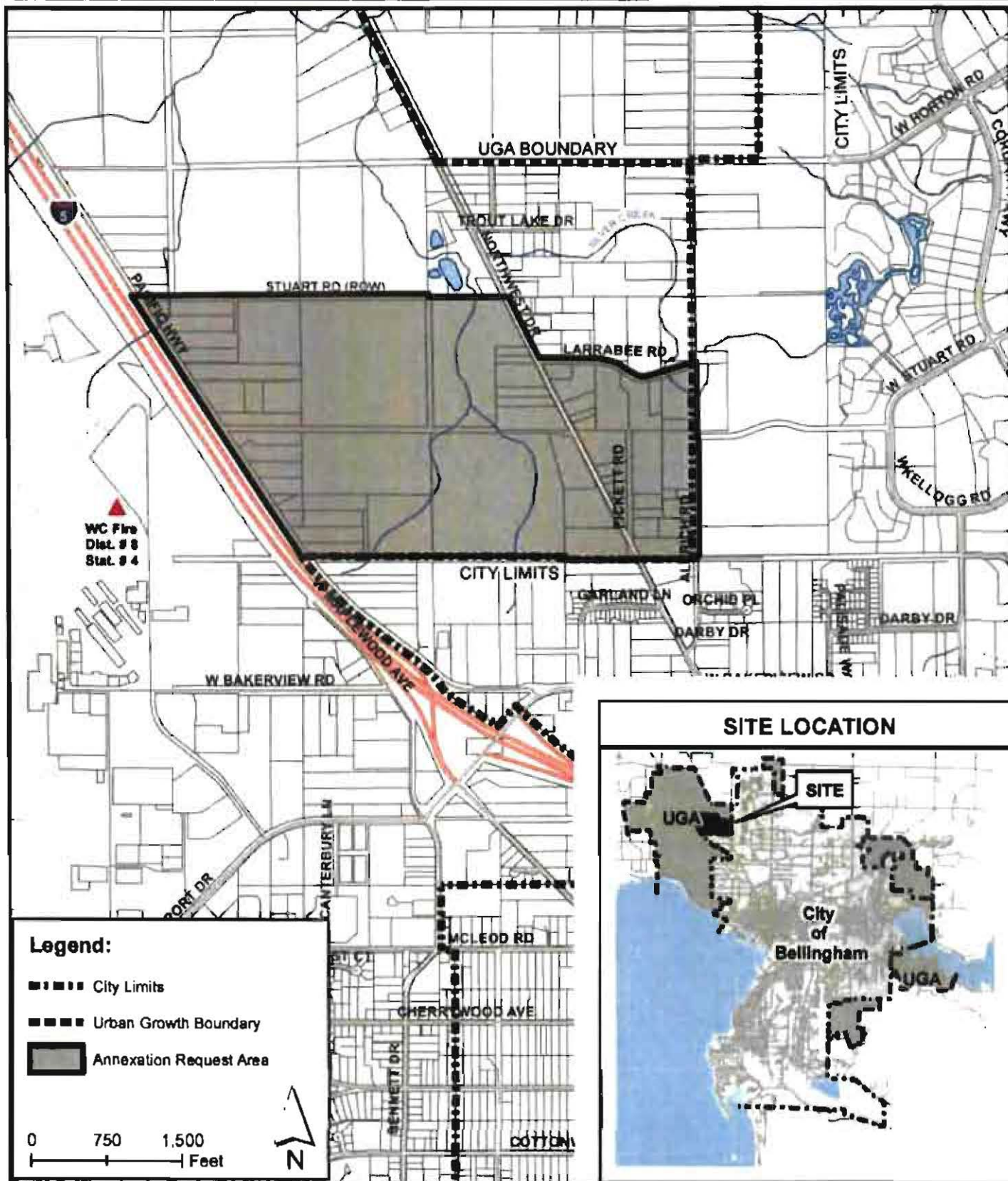


EXHIBIT A



**INTERLOCAL AGREEMENT  
FOR  
JOINT OPERATION AND SERVICE**

2011-0392

**THIS INTERLOCAL AGREEMENT FOR JOINT OPERATION AND SERVICE** (the "Agreement") is entered into by and between **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO.8**, a Washington municipal corporation (the "District") and the **CITY OF BELLINGHAM**, a Washington charter city of the first class (the "City") to provide for joint operation and an exchange of emergency and training services.

**WHEREAS**, the City Fire Department provides fire protection and emergency medical services within all of its City limits; and,

**WHEREAS**, the District provides fire protection and emergency medical service within its boundaries, which are in the unincorporated area of Whatcom County and contiguous to the City limits; and,

**WHEREAS**, the City and District have a long-standing and good working relationship and have operated under a mutual aid agreement by which the City and District have assisted one another, as needed, for fire protection and emergency medical service in their respective areas; and,

**WHEREAS**, the City and District consider it to be in the best interest of the citizens they serve to explore and collaborate wherever feasible to improve efficiency and service delivery, and

**WHEREAS**, the City may, consistent with the GMA and State law relating to annexations by cities, annex areas within the District that is part of the City's UGA, and

**WHEREAS**, the District will experience a loss of revenue when portions of the Urban Growth Area are annexed by the City, thereby affecting the ability of the District to sustain its type, level and quality of fire protection and emergency medical services; and,

**WHEREAS**, the District and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement which will 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; and,

**WHEREAS**, RCW 35.02.190 provides that the City acquire all of the property of a fire protection district if it annexes sixty percent (60%) of the assessed value of a fire protection district; and,

**WHEREAS**, the parties hereto intend to create an agreement to mutually provide in the area represented by exhibit "A" certain support services and joint operation for emergency response in the Joint Service Area (exhibit "A") and thereby ensure a consistent level of service for fire protection and emergency medical services and,

**WHEREAS**, in September of 1997, the City and the District entered into an Interlocal Agreement along with Whatcom County Fire Protection District No.2 (now South Whatcom Fire Authority) and Whatcom County Fire Protection District No.4 (the "1997 Agreement"); and,

**WHEREAS**, the City and the District anticipate a successful, cost-effective relationship and recognize that this Agreement may serve as the building block necessary to move towards a partial or complete consolidation of services.

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

**I.  
ADMINISTRATION BY A JOINT BOARD**

**1.1 Joint Board.** This Agreement shall be implemented and administered by a board consisting of the fire chief from the City and the fire chief from the District, or their designees (the "Joint Board"). The Joint Board shall meet as often as required to ensure timely and effective emergency response services.

**1.2 Joint Board Authority and Responsibilities.**

- The Board shall define areas within the City and District generally contained within the Urban Growth Area of the City where joint services will be provided. These areas shall be known as the "Joint Services Area". The initial Joint Services Area is shown by a map and Attached as Exhibit A. The boundaries of the Joint Services Area may be amended by unanimous vote of the Board at any time.
- The Board shall continually evaluate city and district provided services and where collaboration and/or consolidation of services, consistent with the terms of this agreement, is deemed to provide improved public service within both service areas the board shall:
  - Develop a work plan per the attached template ("Developed Plan").
  - Where no fiscal impacts exist to either party, initiate service improvements and advise City and District governance boards as appropriate.
  - Where fiscal impacts of Developed Plan are minimal and work plan can be accomplished within existing department budgets, initiate service improvements.
  - Where fiscal impacts of Developed Plan are substantial or require additional spending authority, present Developed Plan to City and District governance boards requesting spending authority.
  - Issue performance reports and/or suggested modifications or changes to this Agreement.

**1.3 Dispute Resolution.** All disputes must first be considered by the Joint Board. Any disputes that cannot be resolved by the Joint Board shall be reported to the Mayor and the Board of Fire Commissioners for direction and resolution. In the event the dispute is not resolved within thirty (30) days of its referral to the Mayor and the Board of Fire Commissioners, then either party may initiate the mandatory arbitration process as provided herein.

**II.  
SERVICES PROVIDED BY THE CITY**

**2.1 Services Provided by the City to the District.** The City shall furnish, subject to conditions of this Agreement, without charge beyond that which is herein stipulated, apparatus, equipment, supplies, and qualified personnel for purposes of shared joint emergency response to specific incident types deemed appropriate by the Joint Board and within the Joint Services Area.

**2.2 Officer Training** The City shall provide initial officer training and jointly agreed upon ongoing officer training to District selected personnel to ensure Command continuity and effectiveness on complex emergency events within the Joint Services Area.

**2.3 Concurrent Emergencies.** Nothing herein shall require the City to dispatch first to areas within the District as opposed to other areas protected by the City. Rather, the parties recognize that responses to concurrent emergencies shall be determined by the City based upon the City's operational judgment and without regard to whether the emergency is located within the City or the District.

### III.

#### SERVICES PROVIDED BY THE DISTRICT

**3.1 District Service to Joint Services Area.** The District agrees to provide apparatus, equipment, supplies and qualified personnel (including at least one officer qualified personnel on fire response apparatus) for purposes of shared/joint emergency response to specific incident types deemed appropriate by the Joint Board and within the Joint Services Area.

**3.2 Concurrent Emergencies.** Nothing herein shall require the District to dispatch first to Joint Services Area 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 emergency is located within the District.

### IV.

#### PAYMENT BY THE DISTRICT

**4.1 Officer Training Course Payment.** The District shall pay invoices submitted by the City for the time and material costs incurred by the City in delivering the training course service. Time costs will be based on the actual cost (overtime and/or straight time) of the city employees conducting the training. The City and District will review the budgeted cost of the class and agree on the reimbursement amount prior to delivering the training. Any other costs (materials, rentals, etc...) will be billed at the price paid by the City.

**4.2 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.

**4.3 No Unfunded Mandates.** The parties agree that neither the City nor the District shall create any unfunded mandates for increased shared/joint emergency response requirements for the other party.

### V.

#### EMERGENCY OPERATIONS

**5.1 Incident Management.** Within the Joint Services Area, standards of incident management shall apply for first arriving personnel. Multi-company operations will follow the Whatcom County



Incident Management System guidelines. NFPA 1710 response standards shall be the desired model for City and UGA response areas with NFPA 1720 the desired response model for rural areas.

**5.2 Joint Services Area Response.** Incident types and emergency levels of response to the Joint Services Area will be determined by the Joint Board.

**5.3 Additional Shared Response Areas.** The Joint Board may identify additional response areas determined to be of mutual benefit to both parties and initiate Automatic and/or Mutual Aid responses.

## VI. ASSETS

**6.1 Ownership of Assets.** Each party shall retain ownership, control and responsibility for the maintenance, repair and replacement, of their respective facilities, apparatus and equipment. Each party is responsible for its own debt except as provided by this Agreement or law.

## VII. MUTUAL AID

**7.1 No Change to Mutual Aid Agreement.** This Agreement does not negate or preclude the City or the District from individually or collectively exercising the successful and longstanding Whatcom County Fire Service Mutual Aid Agreement.

## VIII. EFFECTIVE DATE

**8.1 Effective Date.** This Agreement shall be effective on August 1, 2011.

## IX. LIABILITY

**9.1 Liability for Losses by Either Party.** The City and the District agree that neither party shall be liable to the other for that party's losses resulting from loss of equipment, injury to personnel or payment of compensation to personnel arising as a result of operations or services rendered under the terms of this Agreement. To the extent possible, each party shall use all reasonable efforts to obtain indemnity and other financial assistance from federal or state agencies having such authority and resources, to make good any losses or liability for damages incurred by or to either party.

**9.2 Third Party Damages.** Nothing in this provision shall prohibit either party from seeking damages from any third party who may be liable for causing the emergent conditions for which response was requested or whose actions may otherwise have caused damage to equipment or injury to personnel.

X

**INDEMNIFICATION, HOLD HARMLESS AND INSURANCE**

**10.1 Indemnification.** To the extent permitted by law, the City and the District shall each indemnify, defend, and hold harmless the other party, its elected officials, employees and agents from all claims, demands, costs of defense, expenses, losses and damages claimed against that party by any third party, if such loss was caused by, and in proportion to the amount of such loss caused by, any acts or omissions of the indemnifying party, its elected officials, employees or agents.

**10.2 Claims by Employees.** Each party agrees to defend and indemnify the other from claims brought by its own employees against the other party, its elected officials, employees and agents. For this purpose, each party specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated by the parties.

**10.3. Insurance.** During the existence of this Agreement, the District shall maintain broad form comprehensive general liability insurance coverage covering personal injury, bodily injury, and property loss in an amount not less than two million dollars (\$2,000,000.00) and with a deductible of not more than ten thousand dollars (\$10,000.00) naming the City as " an additional insured with respect to all activities performed under this agreement. The City shall maintain an appropriate level of self insurance and/or insurance to provide coverage for third party claims.

XI.

**TERM AND TERMINATION OF AGREEMENT**

**11.1 Term.** This Agreement shall remain in full force and effect until December 1, 2012, and shall be automatically renewed for an additional one year period unless one party provides a written notice of termination to the other party 120 days prior to the end of the renewal period.

**11.2 Transition Plan Upon Termination.** The parties agree to meet within 60 days of any notice of termination to develop a reasonable transition and phase-out strategy.

XII.

**INDEPENDENT MUNICIPAL GOVERNMENTS**

**12.1 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.

XIII.

**DISTRICT MERGER**

**13.1 District Merger.** In the event that the District merges into another district or enters into an interlocal agreement with any other fire district that is substantially equivalent to the district merging into another district, then this Agreement, if approved by the City, may be assigned to the "merger district" as the term is defined in RCW 52.06.010. However, prior to any merger or effective date of any interlocal agreement, the District shall present the plan of merger to the Joint Board and the City. The Joint Board will issue an advisory opinion as to probable effects of the proposed merger. In any event, the merger district shall be responsible to carry out the terms and conditions of this Agreement.

**XIV.  
AUTOMATIC AID AGREEMENTS**

**14.1 Automatic Aid Agreements.** In the event that either party desires to enter into an interlocal agreement with any other fire agency that establishes and/or modifies mutual provision of emergency response services, the party shall present the plan and/or draft interlocal agreement to the Joint Board for review. In any event, the parties shall be responsible to carry out the terms and conditions of this Agreement.

**XV.  
MISCELLANEOUS**

**15.1 Performance and Arbitration.** The parties covenant to work cooperatively, reasonably, and in good faith in performing their respective obligations hereunder and to resolve any dispute that may arise between the parties concerning this Agreement. However, if the parties cannot mutually resolve a dispute or claim, the parties agree that the dispute or claim shall be submitted to binding arbitration. The parties agree that the arbitration shall be governed by the rules and procedures outlined in RCW 7.04A and that the parties will jointly stipulate to an arbitrator, whose fees shall be split evenly. The venue for any arbitration shall be in Whatcom County, unless mutually agreed to in writing by the parties.

**15.2 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 a nationally recognized overnight delivery service, or if mailed in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The District:

Whatcom County Fire Protection District No.8  
752 Marine Drive  
Bellingham, WA 98225

The City:

Fire Department  
City of Bellingham  
1800 Broadway  
Bellingham, WA 98225

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.

**15.3 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.

**15.4 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.

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

Dated this 26<sup>th</sup> day of ~~July~~ AUGUST, 2011.

**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO.8**

By: Gail Kelley  
Commissioner

By: Hollan Cray  
Commissioner

By: A. Beagle Wood  
Commissioner

By: Roem L. Russell  
Commissioner

By: [Signature]  
Commissioner

By: Dean Whitney  
Fire Chief

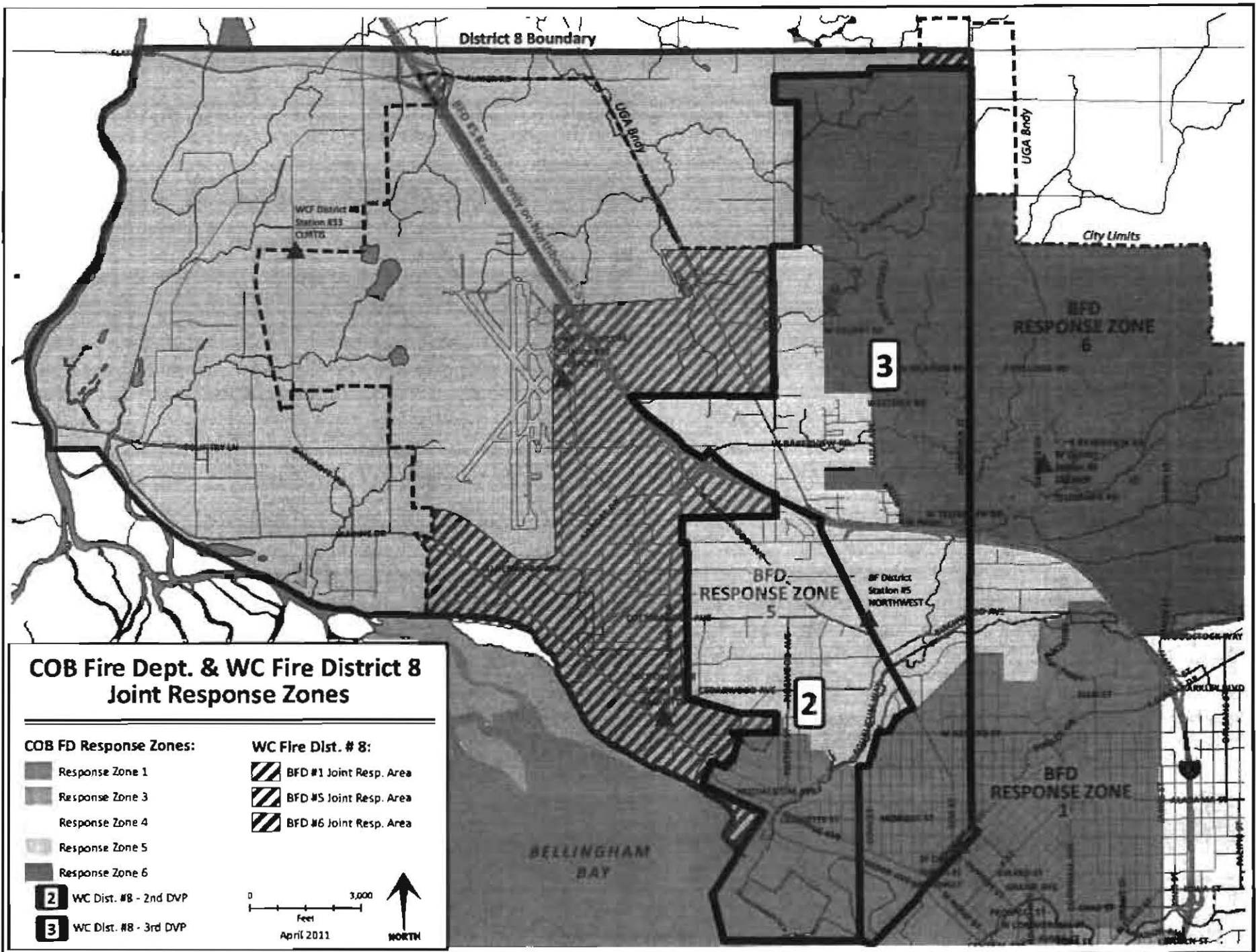
**CITY OF BELLINGHAM**

By: [Signature]  
Mayor Pro Tempore

By: [Signature]  
District City Attorney  
(Approved as to form)

By: [Signature]  
Finance Director

By: [Signature]  
Fire Chief







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)  
7/8/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MacIlvennie Associates, Inc. P.O. Box 8629 Covington WA 98042		<b>CONTACT NAME:</b> Darlene MacIlvennie <b>PHONE (A/C No. Ext):</b> (360) 886-8928 <b>FAX (A/C No.):</b> (866) 322-2627 <b>E-MAIL ADDRESS:</b> darlene@maplevalleyagency.com	
<b>INSURED</b> Whatcom County Fire Service Management Group Whatcom County FPD #8 752 Marine Drive Bellingham WA 98225		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: American Alternative Ins Corp. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** CL117801218      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR YYD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		TR2060378	1/1/2011	1/1/2012	DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Prof. Healthcare Liab.						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMPROP AGG \$ 3,000,000
							Five Legal Liability \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS			CM1056437	1/1/2011	1/1/2012	BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 20,000,000
	DED RETENTION \$			CU5055231	1/1/2011	1/1/2012	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below		N	TR2060378	1/1/2011	1/1/2012	OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,500,000
A	<b>Management Liability</b>	X		TR2060378	1/1/2011	1/1/2012	Ea Wrongful Act / Aggregate \$1M11/63M11
	(Claims made basis)						Defense Expense \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The City of Bellingham, it's elected officials, employees and agents are included as Additional Insureds as respects the Interlocal Agreement for Joint Operation and Service with Whatcom County Fire Protection District #8, effective August 1, 2011.

<b>CERTIFICATE HOLDER</b>  City of Bellingham Fire Department Attn: Roger Christensen 1800 Broadway Bellingham, WA 98225	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  D MacIlvennie/DMAC <i>Darlene MacIlvennie</i>