



City of Bellingham-Whatcom County Fire District 8 Regional Fire Authority Planning Committee



Agenda-Meeting #3

Date: Monday June 22, 2026

Time: 2:00 P.M. – 4:00 P.M.

Location: Bellingham City Hall - Mayor's Boardroom

- 1. Welcome and introductions if necessary (5 minutes)**
- 2. Minutes Review (5 minutes)**
- 3. Chapter 5, Governance and Board Follow-up - review of shading appendix B Commissioner districts map; dedicating Mayor as a member of transitional board; follow-up to question regarding council quorum. (Staff presenting, Topel; 10 minutes)**
- 4. Chapter 8, Operations Follow-up – Requested edits for clarity (Staff Presenting, Topel; 5 minutes)**
- 5. Chapter 7, Organization and Administration – Introduction (Staff Presenting, Chief Hewett; 15 minutes)**
- 5. Chapter 6, Finance – Introduction (Staff Presenting; Chief Hewett 60 minutes)**
- 7. Public comment (15 minutes)**
 - Up to 3 minutes per speaker
 - Total time: 15 minutes (or as determined by chair)
- 8. Next meeting (5 minutes)**
 - Confirm date, time, and location including ongoing meeting schedule
 - Identify/confirm agenda topics for meeting #4
- 9. Adjournment**



City of Bellingham - Whatcom County Fire District #8 Regional Fire Authority Planning Committee Issue Paper

Prepared by: Staff

Date: June 17, 2026

Title: Regional Fire Authority Governance and Board Composition

Purpose:

The purpose of this chapter is to define the governing structure of the Regional Fire Authority, including board composition, election and appointment methods, commissioner districts, terms of office, transitional governance, and board authorities. This chapter provides clear expectations for how the RFA will be governed at formation and how it will transition into its permanent elected form.

Statutory or Key References:

RCW 29A.76.010- Counties, municipal corporations, and special purpose districts

- (1) It is the responsibility of each county, municipal corporation, and special purpose district with a governing body comprised of internal director, council, or commissioner districts not based on statutorily required land ownership criteria to periodically redistrict its governmental unit, based on population information from the most recent federal decennial census as adjusted by RCW [44.05.140](#).
- (2) Within forty-five days after receipt of federal decennial census information applicable to a specific local area, the commission established in RCW [44.05.030](#) shall forward the census information to each municipal corporation, county, and district charged with redistricting under this section.
- (3) Except as otherwise provided in chapter 301, Laws of 2018, no later than November 15th of each year ending in one, the governing body of the municipal corporation, county, or district shall prepare a plan for redistricting its internal or director districts.
- (4) The plan shall be consistent with the following criteria:



- (a) Each internal director, council, or commissioner district shall be as nearly equal in population as possible to each and every other such district comprising the municipal corporation, county, or special purpose district.
- (b) Each district shall be as compact as possible.
- (c) Each district shall consist of geographically contiguous area.
- (d) Population data may not be used for purposes of favoring or disfavoring any racial group or political party.
- (e) To the extent feasible and if not inconsistent with the basic enabling legislation for the municipal corporation, county, or district, the district boundaries shall coincide with existing recognized natural boundaries and shall, to the extent possible, preserve existing communities of related and mutual interest.
- (5) During the adoption of its plan, the municipal corporation, county, or district shall ensure that full and reasonable public notice of its actions is provided. Before adopting the plan, the municipal corporation, county, or district must:
 - (a) Publish the draft plan and hold a meeting, including notice and comment, within ten days of publishing the draft plan and at least one week before adopting the plan; and
 - (b) Amend the draft as necessary after receiving public comments and resubmit any amended draft plan for additional written public comment at least one week before adopting the plan.
- (6)(a) Any registered voter residing in an area affected by the redistricting plan may request review of the adopted local plan by the superior court of the county in which he or she resides, within fifteen days of the plan's adoption. Any request for review must specify the reason or reasons alleged why the local plan is not consistent with the applicable redistricting criteria. The municipal corporation, county, or district may be joined as respondent. The superior court shall thereupon review the challenged plan for compliance with the applicable redistricting criteria set out in subsection (4) of this section.
- (b) If the superior court finds the plan to be consistent with the requirements of this section, the plan shall take effect immediately.
- (c) If the superior court determines the plan does not meet the requirements of this section, in whole or in part, it shall remand the plan for further or corrective action within a specified and reasonable time period.
- (d) If the superior court finds that any request for review is frivolous or has been filed solely for purposes of harassment or delay, it may impose appropriate sanctions on the party requesting review, including payment of attorneys' fees and costs to the respondent municipal corporation, county, or district.

RCW 52.26.080 – Organization and Composition of Governing Board-Commissioner positions, districts.



- (1) The board shall adopt rules for the conduct of business. The board shall adopt bylaws to govern authority affairs, which may include:
- (a) The time and place of regular meetings;
 - (b) Rules for calling special meetings;
 - (c) The method of keeping records of proceedings and official acts;
 - (d) Procedures for the safekeeping and disbursement of funds; and
 - (e) Any other provisions the board finds necessary to include.
- (2) The governing board shall be determined by the plan. However, only elected officials of participating fire protection jurisdictions and elected commissioners of the authority as provided in subsection (3) of this section are eligible to serve on the board.
- (3)(a) A regional fire protection service authority plan may create one or more regional fire protection service authority commissioner positions to serve on a governing board. The following provisions define the qualifications, compensation, terms, and responsibilities of regional fire protection service authority commissioner positions:
- (i) RCW [52.14.010](#) governs the compensation, qualifications, and ability to serve as a volunteer firefighter;
 - (ii) RCW [52.14.030](#) governs the polling places for elections; and
 - (iii) RCW [52.14.050](#) governs commissioner vacancies.
- (b) The terms of office for regional fire protection service authority commissioner positions may be established by the plan, however, no single term may exceed six years and the terms of multiple positions must be staggered.
- (c) Regional fire protection service authority commissioners shall take an oath of office in the manner specified by RCW [52.14.070](#).
- (4)(a) A regional fire protection service authority plan may create commissioner districts. If commissioner districts are created, the population of each commissioner district must be approximately equal. Commissioner districts must be redrawn as provided in chapter [29A.76](#) RCW.
- (b) Commissioner districts shall be used as follows: (i) Only a registered voter who resides in a commissioner district may be a candidate for, or serve as, a commissioner of the commissioner district; and (ii) only voters of a commissioner district may vote at a primary to nominate candidates for a commissioner of the commissioner district. All voters of the proposed authority must be eligible to vote at a general election to elect a commissioner of the commissioner district. If a plan includes elected officials from participating fire protection jurisdictions, the commissioner districts may be based, in part, on the jurisdictional boundaries of the participating jurisdictions.

RCW 52.26.090 – Powers of Governing Board

- Governing Board executes the voter-approved plan.



- May levy taxes and benefit charges; enter agreements; accept grants; contract for services; hire and manage employees; monitor project progress; and enforce fire codes under chapter 19.27 RCW.

Background/ Problem Statement:

The Planning Committee must determine how the RFA Governing Board will be structured at formation and how it will transition to a fully elected board. The legal framework exists in statute, but key decisions—board size, district boundaries, term lengths, and transitional board composition—must be established in the RFA Plan. These decisions will shape the long-term governance, accountability, and stability of the RFA.

Decisions Needed:

1. Board size.
2. Commissioner district boundaries.
3. Length and staggering of terms.
4. Transitional Board composition (post-vote, pre-election).

Options and Analysis:

Option 1: Use the 2017–18 Governance Framework (Updated to Current Conditions)

This option builds upon the prior planning committee’s structure, which included a five-member Transitional Board composed of existing elected officials from the City and Fire District 8, transitioning over time into a five-member elected Board of Commissioners.

Pros:

- Provides continuity and builds on previously vetted work.
- Familiar governance pathway for both jurisdictions.
- Already aligns with statutory requirements.

Cons:

- Some elements may need updating due to changes since 2018.

Option 2: Develop a New Governance Structure

The committee may choose to create a new model regarding board size, make-up, districting, or term structure.

Pros:

- Full flexibility to reflect today’s needs.



Cons:

- Requires more time, legal review, and development.
- More complex for voters to understand compared to the prior framework.

Staff Recommendations:

Staff recommends Option 1: Using the 2017–18 governance framework as the foundation, updated to reflect current conditions and timelines. This provides a credible, familiar, and statutorily compliant structure while still allowing the Planning Committee to refine specifics.

Proposed Governance Structure (Based on the 2017 Framework)

1. Governing Board

The RFA Governing Board shall be established consistent with RCW 52.26.080 and the terms of this Plan, with authority beginning on the Effective Date.

2. Transitional Board

Upon formation, a five-member Transitional Board will serve until the first RFA commissioner elections:

- Position 1. This position shall be filled by a District Commissioner assigned to Position No. 1 and will expire on December 31, 2027.
- Position 2. This position shall be filled by a District Commissioner assigned to Position No. 2 and will expire on December 31, 2029.
- Position 3. This position shall be filled by an elected city council member, assigned to Position No. 3 and will expire on December 31, 2027.
- Position 4. This position shall be filled by an elected city council member, assigned to Position No. 4 and will expire on December 31, 2029.
- Position 5. This position shall be filled by the elected Mayor, assigned to Position No. 5 and will expire on December 31, 2029.

3. Permanent Governing Board and Commissioner Districts

The RFA will transition to a five-member, directly elected, Board of Commissioners:

- Position 1 shall be filled by a registered voter residing within commissioner district number 1 and shall serve an Initial Term of six (6) years.
- Position 2 shall be filled by a registered voter residing within commissioner district number 2 and shall serve an Initial Term of six (6) years.



- Position 3 shall be filled by a registered voter residing within commissioner district number 3 and shall serve an Initial Term of four (4) years.
- Position 4 shall be filled by a registered voter residing within commissioner district number 4 and shall serve an Initial Term of six (6) years.
- Position 5 shall be filled by a registered voter residing within commissioner district number 5 and shall serve an Initial Term of six (6) years.

After the initial elections, all commissioner terms shall be six years.

4. Commissioner Eligibility and Voting Rules:

- Primary Election: Only voters residing within the commissioner's district participate in the primary election.

General Election: All voters within the Regional Fire Authority (RFA) participate in the general election.

- Office Compatibility: Commissioners may not hold any public office or employment that is incompatible with their duties, including employment with the RFA.

Commissioner District Boundaries:

- Boundaries will appear in Appendix B.
- District populations must be approximately equal.
- Boundaries must be drawn consistent with RCW 29A.76.

5. Governing Rules

The Governing Board will develop bylaws and governance policies consistent with RCW 52.26.080.

6. Authority

The Governing Board will exercise all powers provided by Washington State law, including authority over all RFA operations and matters related to Title 52 RCW.

7. Compensation

Commissioner compensation will follow the same provisions applicable to fire district commissioners under Title 52 RCW.

Committee Recommendations:



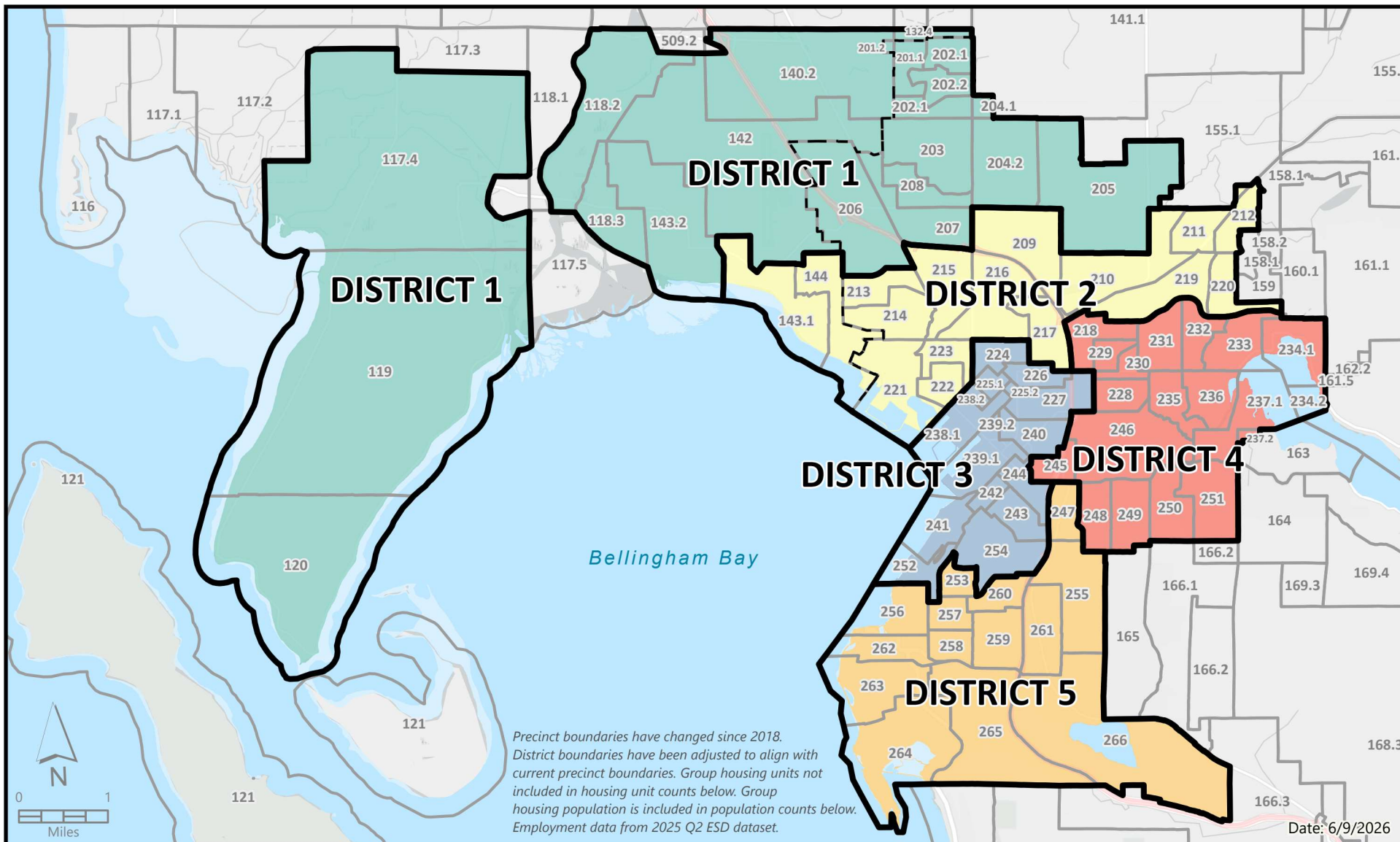
Implementation Steps:

1. Define commissioner district boundaries.
2. Draft enabling resolutions to appoint transitional board members after voter approval — both adopt resolutions
3. Establish election sequencing and timelines.

Financial/ Administrative Implications:

Election costs, commissioner stipends, administrative and onboarding support.

APPENDIX B- COMMISSIONER DISTRICTS



Date: 6/9/2026

Proposed Regional Fire Authority District Boundaries



- Precincts
- City Limits
- District 1
- District 2
- District 3
- District 4
- District 5

District	Housing		Population		Employment	
	Housing Units	Percent of Total Housing Units	Population	Percent of Total Population	Employees	Percent of total Employees
DISTRICT 1	9,449	20%	20,265	19%	16,573	26%
DISTRICT 2	9,491	20%	20,860	20%	16,942	27%
DISTRICT 3	9,614	20%	21,875	21%	19,956	32%
DISTRICT 4	9,198	19%	20,489	20%	5,176	8%
DISTRICT 5	9,604	20%	20,513	20%	4,302	7%
Totals	47,356	100%	104,002	100%	62,949	100%



City of Bellingham - Whatcom County Fire District #8 Regional Fire Authority Planning Committee Issue Paper

Prepared by: Staff

Date: June 22, 2026

Title: Operations and Services

Purpose:

The purpose of this chapter is to outline how fire protection, emergency medical services, fire prevention, fire investigation, public education, and dispatch services will be delivered by the Regional Fire Authority (RFA) on the Effective Date. It describes how existing services and operational standards transition from the City of Bellingham Fire Department and Whatcom County Fire District 8 to the RFA to ensure seamless, uninterrupted services to the community. The transfer of operational standards should ensure consistent, high-quality emergency services across all jurisdictions, reduce duplication, and improve response times and resource allocation.

The proposed transfer will align our operational standards with the latest regional and state fire service guidelines, ensuring compliance with safety, training, and equipment requirements, while addressing the necessary improvements identified within the *March 2026 City of Bellingham Public Safety Level of Service Needs Assessment*.

Statutory References:

Background/ Problem Statement:

The formation of the RFA requires clear identification of which services transfer to the new entity, how standards of service will be upheld, and how responsibilities will be shared or retained by the City of Bellingham and Whatcom County. Documenting these transitions



ensures transparency and operational stability and helps eliminate ambiguity regarding authority, staffing, and service expectations during and after implementation.

Decisions Needed:

1. Confirm which services are transferred to the RFA on the Effective Date.
2. Establish levels of service within and outside the Urban Growth Area (UGA).
3. Approve the division of responsibilities between the RFA, City of Bellingham, and Whatcom County for prevention, investigation, and emergency management.
4. Approve the transfer of personnel associated with Life Safety and dispatch functions.

Options and Analysis:

Fire Protection and Emergency Medical Services

1. All current operational and service-delivery functions of the City of Bellingham Fire Department and Whatcom County Fire District 8 will be transferred to the RFA on the Effective Date.
2. Current staffing models, standards of coverage, deployment standards, field operations, command staffing, and operational policies and procedures of the City of Bellingham Fire Department and Whatcom County Fire District 8 shall be transferred to the RFA and commence at the current level of service on the Effective Date.
3. The RFA will uphold the actual operational performance level that existed at the time of formation while working toward achieving the adopted levels of service identified in the City and County Comprehensive Plans.

The RFA Governing Board may adjust service levels in the future as appropriate, based on community expectations, operational needs, and available resources.

4. All existing mutual aid, automatic aid, and contractual service agreements currently held by the City or the District will be transferred to the Regional Fire Authority (RFA) upon its formation. These agreements will remain in full force and effect, ensuring uninterrupted regional response capability throughout the transition. The RFA will assume all associated rights, responsibilities, and obligations under each agreement.

Following formation, the RFA Governing Board may review these agreements to determine whether updates or modifications are necessary to best support regional service delivery.



Fire Prevention Services

Fire prevention services include permit review, fire code enforcement and fire origin and cause investigations and fire prevention education. Currently Bellingham Fire Department provides variations of these services across three different Authorities having Jurisdictions (AHJs).

- In the City of Bellingham, Bellingham Fire provides all these prevention services.
- In the unincorporated areas of Fire District 8 that are within the bounds of the Lummi Nation, Bellingham Fire provides permit review and fire prevention education.
- In the unincorporated areas of Fire District 8 outside of the Lummi Nation, Bellingham Fire provides fire prevention education.

Fire Prevention Service Providers on Effective Date:

On the effective date, Fire Prevention Services within the boundaries of the RFA shall be provided throughout the RFA in accordance with applicable RCWs and interlocal agreements with the appropriate AHJs.

Emergency Management Services

Existing Providers

- The City of Bellingham provides emergency management services within city limits.
- Whatcom County provides emergency management services within Fire District 8.

Providers Upon RFA Effective Date

Within the City of Bellingham:

- The City of Bellingham will remain the provider of emergency management services.

Within Unincorporated Whatcom County:

- Whatcom County will continue to be the provider of emergency management services.

Fire and EMS Dispatch (Prospect)

Existing Providers

The City of Bellingham, through the Fire Department, currently provides fire and EMS dispatch (Prospect) services for all of Whatcom County under an inter-local agreement.

Providers Upon RFA Effective Date

- The RFA will assume responsibility for County wide fire and EMS dispatching previously provided by the City.



Transition of Services

To ensure a smooth and uninterrupted transition, the following actions will occur on the Effective Date:

- The RFA will provide Fire Marshal services, including permit review, fire and life safety code enforcement, and fire investigation services as authorized by the applicable RCW's and interlocal agreements with the authorities having jurisdiction.
- The City of Bellingham Fire Department staff assigned to the Life Safety Division will be transferred to the RFA ensuring continuity of staffing, operations, and service delivery.
- The RFA Life Safety Division will be organized as provided in Appendix C (Org Chart).
- For the purposes of reconciling City municipal code(s) that specify the positions of Fire Chief and Fire Marshal within, the City of Bellingham agrees to designate the Fire Chief and Fire Marshal of the RFA as the Fire Chief and Fire Marshal of the City of Bellingham.
- The transfer of authority to the RFA Life Safety Division will be seamless and will initially model the current Life Safety Division of the City of Bellingham Fire Department.
- The RFA will enforce Fire Code within the City of Bellingham. Except as provided in the Interlocal Agreement, the City should provide the necessary prosecution and police support for code enforcement matters.
- The RFA will conduct origin and cause investigations within the City of Bellingham. Except as provided in the Interlocal Agreement, the City should provide the necessary law enforcement support for criminal fire investigation matters.
- The City of Bellingham will retain emergency management authority within its jurisdiction in accordance with Washington State law.
- All fire department dispatch personnel currently assigned to provide county-wide fire and EMS dispatching services will be transferred to the RFA ensuring continuity of staffing, operations, and service delivery.
- Dispatching services will continue without interruption, with the RFA operating under the current dispatch center, systems, and protocols used at the time of formation.

Staff Recommendations:

Staff recommend adopting the proposed transition framework, including the transfer of Life Safety Division staff, dispatch personnel, and associated authorities to the RFA on the



Effective Date. This approach maintains continuity, protects current service levels, and minimizes operational disruption for both jurisdictions.

Committee Recommendations:

Implementation Steps:

- Create ILAs outlining fire prevention and dispatching services.
- Coordinate personnel transfers for all staff.
- Ensure all mutual aid and automatic aid agreements are transferred to the RFA.

Financial/ Administrative Implications:

- Administrative coordination between jurisdictions for code enforcement and emergency management.



City of Bellingham - Whatcom County Fire District Regional Fire Authority Planning Committee Issue Paper

Prepared by: Assistant Chief Dave Pethick

Date: June 16, 2026

Title: Organization and Administration

Purpose:

To provide the Bellingham RFA Planning Committee with an overview of the proposed organizational structure, personnel transition, and administrative responsibilities outlined in the draft RFA Plan, and to identify decisions required to finalize governance and administrative processes for the new RFA.

Statutory References:

RCW 52.26.080 Organization and composition of governing boards

(1) The board shall adopt rules for the conduct of business. The board shall adopt bylaws to govern authority affairs, which may include:

- (a) The time and place of regular meetings;
- (b) Rules for calling special meetings;
- (c) The method of keeping records of proceedings and official acts;
- (d) Procedures for the safekeeping and disbursement of funds; and
- (e) Any other provisions the board finds necessary to include.

(2) The governing board shall be determined by the plan. However, only elected officials of participating fire protection jurisdictions and elected commissioners of the authority as provided in subsection (3) of this section are eligible to serve on the board.

(3)(a) A regional fire protection service authority plan may create one or more regional fire protection service authority commissioner positions to serve on a governing board. The following provisions define the qualifications, compensation, terms, and responsibilities of regional fire protection service authority commissioner positions:

- (i) RCW [52.14.010](#) governs the compensation, qualifications, and ability to serve as a volunteer firefighter;



(ii) RCW [52.14.030](#) governs the polling places for elections; and

(iii) RCW [52.14.050](#) governs commissioner vacancies.

(b) The terms of office for regional fire protection service authority commissioner positions may be established by the plan, however, no single term may exceed six years and the terms of multiple positions must be staggered.

(c) Regional fire protection service authority commissioners shall take an oath of office in the manner specified by RCW [52.14.070](#).

(4)(a) A regional fire protection service authority plan may create commissioner districts. If commissioner districts are created, the population of each commissioner district must be approximately equal. Commissioner districts must be redrawn as provided in chapter [29A.76](#) RCW.

(b) Commissioner districts shall be used as follows: (i) Only a registered voter who resides in a commissioner district may be a candidate for, or serve as, a commissioner of the commissioner district; and (ii) only voters of a commissioner district may vote at a primary to nominate candidates for a commissioner of the commissioner district. All voters of the proposed authority must be eligible to vote at a general election to elect a commissioner of the commissioner district. If a plan includes elected officials from participating fire protection jurisdictions, the commissioner districts may be based, in part, on the jurisdictional boundaries of the participating jurisdictions.

RCW 52.26.90 Powers of governing board

(1) The governing board of the authority is responsible for the execution of the voter-approved plan. Participating jurisdictions shall review the plan every ten years. The board may:

(a) Levy taxes and impose benefit charges as authorized in the plan and approved by authority voters;

(b) Enter into agreements with federal, state, local, and regional entities and departments as necessary to accomplish authority purposes and protect the authority's investments;

(c) Accept gifts, grants, or other contributions of funds that will support the purposes and programs of the authority;

(d) Monitor and audit the progress and execution of fire protection and emergency service projects to protect the investment of the public and annually make public its findings;

(e) Pay for services and enter into leases and contracts, including professional service contracts;

(f) Hire, manage, and terminate employees; and

(g) Exercise powers and perform duties as the board determines necessary to carry out the purposes, functions, and projects of the authority in accordance with this title if one of the fire protection jurisdictions is a fire district, unless provided otherwise in the regional fire protection service authority plan, or in accordance with the statutes identified in the plan if none of the fire protection jurisdictions is a fire district.



(2) An authority with more than \$10,000,000 in annual revenues for the preceding three years, or an authority that is being formed by participating jurisdictions that cumulatively had more than \$10,000,000 in annual revenues for three years prior to the formation of the authority, may designate by resolution some other person having experience in financial or fiscal matters as the treasurer of the authority. Such a treasurer shall possess all of the powers, responsibilities, and duties of, and shall be subject to the same restrictions as provided by law for, the county treasurer with regard to a fire district and the county auditor with regard to district financial matters under chapter [52.16](#) RCW and other applicable statutes.(3) An authority may enforce fire codes as provided under chapter [19.27](#) RCW.

RCW 52.26.100 Transfer of responsibilities and employees

(1) Except as otherwise provided in the regional fire protection service authority plan, all powers, duties, and functions of a participating fire protection jurisdiction pertaining to fire protection and emergency services shall be transferred to the regional fire protection service authority on its creation date or on the effective date that a fire protection jurisdiction is subsequently annexed into an authority.

(2)(a) Except as otherwise provided in the regional fire protection service authority plan, and on the creation date of the regional fire protection service authority or, in the case of a fire protection jurisdiction, on the effective date that the fire protection jurisdiction is subsequently annexed into an authority, all reports, documents, surveys, books, records, files, papers, or written material in the possession of the participating fire protection jurisdiction pertaining to fire protection and emergency services powers, functions, and duties shall be delivered to the regional fire protection service authority; all real property and personal property including cabinets, furniture, office equipment, motor vehicles, and other tangible property employed by the participating fire protection jurisdiction in carrying out the fire protection and emergency services powers, functions, and duties shall be transferred to the regional fire protection service authority; and all funds, credits, or other assets held by the participating fire protection jurisdiction in connection with the fire protection and emergency services powers, functions, and duties shall be transferred and credited to the regional fire protection service authority.

(b) Except as otherwise provided in the regional fire protection service authority plan, any appropriations made to the participating fire protection jurisdiction for carrying out the fire protection and emergency services powers, functions, and duties shall be transferred and credited to the regional fire protection service authority.

(c) Except as otherwise provided in the regional fire protection service authority plan, whenever any question arises as to the transfer of any personnel, funds, books, documents, records, papers, files, equipment, or other tangible property used or held in the exercise of the powers and the performance of the duties and functions transferred, the governing body of the participating fire protection jurisdiction shall make a determination as to the proper allocation.



(3) Except as otherwise provided in the regional fire protection service authority plan, all rules and all pending business before the participating fire protection jurisdiction pertaining to the powers, functions, and duties transferred shall be continued and acted upon by the regional fire protection service authority, and all existing contracts and obligations shall remain in full force and shall be performed by the regional fire protection service authority.

(4) The transfer of the powers, duties, functions, and personnel of the participating fire protection jurisdiction shall not affect the validity of any act performed before creation of the regional fire protection service authority.

(5) If apportionments of budgeted funds are required because of the transfers, the treasurer for the authority shall certify the apportionments.

(6)(a) Subject to (c) of this subsection, all employees of the participating fire protection jurisdictions are transferred to the jurisdiction of the regional fire protection service authority on its creation date or, in the case of a fire protection jurisdiction, on the effective date that the fire protection jurisdiction is subsequently annexed into an authority. Upon transfer, unless an agreement for different terms of transfer is reached between the collective bargaining representatives of the transferring employees and the participating fire protection jurisdictions, an employee is entitled to the employee rights, benefits, and privileges to which he or she would have been entitled as an employee of a participating fire protection jurisdiction, including rights to:

(i) Compensation at least equal to the level at the time of transfer;

(ii) Retirement, vacation, sick leave, and any other accrued benefit;

(iii) Promotion and service time accrual; and

(iv) The length or terms of probationary periods, including no requirement for an additional probationary period if one had been completed before the transfer date.

(b) If any or all of the participating fire protection jurisdictions provide for civil service in their fire departments, the collective bargaining representatives of the transferring employees and the participating fire protection jurisdictions must negotiate regarding the establishment of a civil service system within the authority. This subsection does not apply if none of the participating fire protection districts provide for civil service.

(c) Nothing contained in this section may be construed to alter any existing collective bargaining unit or the provisions of any existing collective bargaining agreement until the agreement has expired or until the bargaining unit has been modified as provided by law.

RCW 52.26.130 Debt-Interlocal contracts

(1) An authority may incur general indebtedness for authority purposes, issue bonds, notes, or other evidences of indebtedness not to exceed an amount, together with any outstanding nonvoter approved general obligation debt, equal to three-fourths of one percent of the value of the taxable property within the authority. The maximum term of the obligations may not exceed twenty years. The obligations may pledge benefit charges and may pledge payments to an authority from the state, the federal government, or any fire protection



jurisdiction under an interlocal contract. The interlocal contracts pledging revenues and taxes are binding for a term not to exceed twenty-five years, and taxes or other revenue pledged by an interlocal contract may not be eliminated or modified if it would impair the pledge of the contract.

(2) An authority may also issue general obligation bonds for capital purposes not to exceed an amount, together with any outstanding general obligation debt, equal to one and one-half percent of the value of the taxable property within the authority. The authority may provide for the retirement of the bonds by excess property tax levies. The voters of the authority must approve a proposition authorizing the bonds and levies by an affirmative vote of three-fifths of those voting on the proposition at an election. At the election, the total number of persons voting must constitute not less than forty percent of the voters in the authority who voted at the last preceding general state election. The maximum term of the bonds may not exceed twenty-five years. Elections shall be held as provided in RCW [39.36.050](#).

(3) Obligations of an authority shall be issued and sold in accordance with chapters [39.46](#) and [39.50](#) RCW, as applicable.

RCW 52.02.180 Transfer of fire protection and emergency services

(1) Except as provided otherwise in the resolution adopted by the legislative authority of a city or town establishing a fire protection district under RCW 52.02.160, all powers, duties, and functions of the city or town fire department pertaining to fire protection and emergency services of the city or town are transferred to the fire protection district on its creation date.

(2)(a) The city or town fire department must transfer or deliver to the fire protection district:

(i) All reports, documents, surveys, books, records, files, papers, or written material in the possession of the city or town fire department pertaining to fire protection and emergency services powers, functions, and duties;

(ii) All real property and personal property including cabinets, furniture, office equipment, motor vehicles, and other tangible property employed by the city or town fire department in carrying out the fire protection and emergency services powers, functions, and duties; and

(iii) All funds, credits, or other assets held by the city or town fire department in connection with fire protection and emergency services powers, functions, and duties.

(b) Any appropriations made to the city or town fire department for carrying out the fire protection and emergency services powers, functions, and duties of the city or town must be transferred and credited to the fire protection district.

(c) Whenever any question arises as to the transfer of any personnel, funds, books, documents, records, papers, files, equipment, or other tangible property used or held in the exercise of the powers and the performance of the duties and functions transferred to the fire protection district, the legislative authority of the city or town must make a determination as to the proper allocation.



(3) All rules and all pending business before the city or town fire department pertaining to the fire protection and emergency services powers, functions, and duties transferred must be continued and acted upon by the fire protection district, and all existing contracts and obligations remain in full force and must be performed by the fire protection district.

(4) The transfer of powers, duties, functions, and personnel of the city or town fire department do not affect the validity of any act performed before creation of the fire protection district.

(5) If apportionments of budgeted funds are required because of the transfers, the treasurer for the city or town fire department must certify the apportionments.

(6)(a) Subject to (c) of this subsection, all employees of the city or town fire department are transferred to the fire protection district on its creation date. Upon transfer, unless an agreement for different terms of transfer is reached between the collective bargaining representatives of the transferring employees and the fire protection district, an employee is entitled to the employee rights, benefits, and privileges to which he or she would have been entitled as an employee of the city or town fire department, including rights to:

- (i) Compensation at least equal to the level at the time of transfer;
- (ii) Retirement, vacation, sick leave, and any other accrued benefit;
- (iii) Promotion and service time accrual; and

(iv) The length or terms of probationary periods, including no requirement for an additional probationary period if one had been completed before the transfer date.

(b) If a city or town provides for civil service in its fire department, the collective bargaining representatives of the transferring employees and the fire protection district must negotiate regarding the establishment of a civil service system within the fire protection district.

(c) Nothing contained in this section may be construed to alter any existing collective bargaining unit or the provisions of any existing collective bargaining agreement until the agreement has expired or until the bargaining unit has been modified as provided by law.

Background/ Problem Statement:

The RFA Plan outlines the governance framework, personnel transition strategy, and administrative service model that will guide the establishment and initial operations of the Bellingham Regional Fire Authority. The structure is modeled closely on existing city fire department operations to ensure continuity and a seamless transition on the Effective Date. Key components include:

Organizational Structure

- The RFA organizational chart and functional structure will be adopted as described in Appendix C of the RFA Plan.

Personnel



- The current Fire Chief will serve as the initial Fire Chief of the RFA and will operate at the pleasure of the Governance Board.
- All existing personnel will transfer to the RFA on the Effective Date at their existing rank, grade, and seniority.
- All current employee agreements, labor contracts, and employment-related obligations will transfer to the RFA simultaneously with personnel.

Administration Transfer and Responsibilities

- All existing administrative and business operations, policies, and agreements from the current Fire Department will transfer to the RFA unless specifically exempted.
- The RFA will assume responsibility for key administrative functions—including HR, payroll, risk management, accounting, legal services, and IT—on a phased timeline.
- Certain services will be contracted back to the City for a defined period following the Effective Date, ensuring continuity and operational stability.
- Some administrative responsibilities (LEOFF 1 management, Civil Service services, etc.) will remain with the City during the transitional period.

Seamless Transition Requirement

- The RFA Plan specifies that the transition should be seamless and follow the existing administrative and management practices of the current Fire Department until fully transitioned.

The proposed structure and administrative assignments generally support an orderly transition into a standalone regional authority. However, several matters require clarification or policy direction:

1. Phasing and Timeline

(HR, Payroll, IT, Accounting, Fleet, Facilities, etc.) The plan identifies transition dates ranging from the Effective Date to up to three years afterward. Clear operational planning and budget forecasting will be required.

2. Contracted Services with the City

Continued support from the City for HR, payroll, fleet maintenance, facilities, and IT during the initial years must be formalized through interlocal agreements that define cost recovery, performance standards, and renewal or termination steps.

3. Governance Board Oversight

Any future amendments to organizational structure, personnel policies, or administrative processes will require majority approval of the RFA Governance Board.

4. Staffing for New Administrative Roles

Positions such as HR/Finance Director will need timelines, recruitment processes, and funding mechanisms.

5. Civil Service Processes

The RFA is required to stand up its own Civil Service system or negotiate in accordance with RCW, by January 1 of the second full calendar year after the Effective Date.



6. Risk Management and Insurance

The transition to RFA-owned liability, property, auto, and workers compensation programs will require procurement, broker services, and underwriting timelines.

Decisions Needed:

The RFA Planning Committee and Governance Board will need to make decisions on the following items:

1. Formal Approval of the Organizational Structure
Adoption of the organizational chart in Appendix C.
2. Administrative Transition Timeline
Confirmation of dates by which HR, payroll, IT, accounting, fleet, and facility functions transition from contracted City services to RFA-managed operations.
3. Interlocal Service Agreements with the City
Direction to negotiate agreements outlining cost, scope, responsibilities, and renewal terms for contracted services.
4. Administrative Staffing Plan
Approval to recruit and fund key administrative positions (e.g., HR/Finance Director).
5. Legal and Risk Management Services
Determination of how the RFA will obtain legal counsel, insurance coverage, and risk management support at or after the Effective Date.
6. Amendment Flexibility
Confirm understanding that this section of the RFA Plan may be amended by majority vote of the Governance Board.

Staff Recommendations:

Staff recommends that the Planning Committee review the administrative transition timeline, direct the development of interlocal agreements for shared services, and establish a phased implementation plan to ensure operational continuity and a seamless transition on the Effective Date. Staff further recommends that the Committee adopt the draft organizational and administrative language outlined below to provide clear authority, consistency, and legal alignment during the transition and initial operations of the RFA.

ORGANIZATIONAL STRUCTURE.

1. Organizational Chart. The RFA shall be organized as provided in Appendix C of the RFA Plan.

PERSONNEL.



1. Fire Chief. On the Effective Date, the Fire Chief of Bellingham shall serve as the Fire Chief of the RFA. The Fire Chief shall at all times be appointed and serve at the pleasure of the Governance Board.
2. Personnel. The existing personnel of the City Fire Department shall transfer to the RFA to fulfill assigned duties as outlined in the organizational structure in Appendix C. All City Fire Department personnel shall be transferred on the Effective Date at their current rank, grade and seniority.
3. Agreements.
All current employee agreements, collective bargaining unit agreements, outstanding labor issues, personal service contracts, and any other contracts or agreements pertaining to work, duties, services or employment with the City shall be transferred over with all personnel on the Effective Date.

ADMINISTRATION.

1. Administration. All current administrative and business functions, agreements, documents, operations, and policies and procedures from the City Fire Department shall transfer over to the RFA unless otherwise noted in this plan.

2. RFA Administrative Responsibilities. On the Effective Date, the following functions of the RFA shall be the responsibility of the RFA. The RFA desires to contract with the City of Bellingham to perform some of the functions as described below by reimbursing the City appropriate service costs.

2.1. Recruitment and Hiring, Labor Relations and Negotiations and all administrative functions related to the Family Medical Leave Act (FMLA), the Family Care Act (FCA), and all other state and federal employment and labor laws.

The RFA intends to hire an HR/Finance Director immediately but will also contract all these services with Bellingham through the first full calendar year after the Effective Date. Unless otherwise mutually agreed by the City and the RFA, the RFA will assume all HR related functions with its own staff starting January 1 of the second full calendar year after the Effective Date.

2.2. Health Insurance.

RFA will provide its own health plan effective July 1, 2027.

2.3. Risk Management including Labor and Industries time-loss, Liability and Property Insurance.

The RFA will obtain its own property, liability, auto and other insurance coverage and will obtain its own unemployment and workers compensation policy (either through the State of Washington or a self-insurance program) upon Effective Date.



2.4. Payroll Services.

The RFA intends to hire an HR/Finance Director; however, all payroll functions will continue to be contracted to the City of Bellingham through the first full calendar year following the Effective Date. This includes all associated payroll responsibilities such as MERP contributions, 457 deferred compensation deposits, retirement system reporting, benefit-related payroll deductions, quarterly and annual tax reporting, and any other payroll-related compliance or remittance obligations. Unless otherwise mutually agreed by the City and the RFA, the RFA will assume full payroll processing, and all related statutory and benefit administration responsibilities no later than January 1 of the second full calendar year after the Effective Date.

2.5. Legal Services.

The RFA will obtain its own legal counsel upon the Effective Date.

2.6. Accounting Services.

The RFA intends to hire an HR/Finance Director, but will also contract these services with Bellingham through the first full calendar year. Unless otherwise agreed to mutually by the City and the RFA, the RFA will have its own staff perform full accounting and financial management functions of the Authority no later than January 1 of the second full calendar year after the Effective Date.

2.7. Fleet Maintenance.

The RFA intends to contract all fleet maintenance, fueling, and acquisition/setup services with Bellingham starting from the Effective Date and continuing for the first 3 calendar years unless mutually agreed to terminate sooner. The service agreement may be extended for an additional 3-year period upon mutual agreement. The RFA shall give at least 180 days written notice of its intention to renew or terminate.

2.8. Facilities, IT, Communication.

The RFA intends to contract all facility operations including but not limited to janitorial maintenance and supply, routine maintenance, small repairs and rehab with Bellingham upon the Effective Date and continuing for the first 3 calendar years unless mutually agreed to terminate sooner. The service agreement may be extended for an additional 3-year period upon mutual agreement. The RFA shall give at least 180 days written notice of its intention to renew or terminate. The RFA intends to contract all IT operations including but not limited to hardware and software, GIS, internet access, phone, cell phone, wireless devices, and new software selection/implementation upon the Effective Date and continuing for the first 3 calendar years unless mutually agreed to terminate sooner. The service agreement may be extended for an additional 3-year period upon mutual agreement. The RFA shall give at least 180 days written notice of its intention to renew or terminate.



The RFA will assume all communication functions upon the Effective Date. For this section, communication functions include but are not limited to Public Information Officer (PIO) responsibilities, press releases, web and social media hosting and content management, interoffice and external mailing and postage, printing and publications.

3. City Retained Administrative Service Responsibilities. The City of Bellingham shall continue to provide the following services:

3.1. The City of Bellingham LEOFF Board will continue to oversee LEOFF 1 benefits for City retirees in accordance with the City of Bellingham LEOFF 1 Policies and Procedures.

3.2. Civil Service Board.

The RFA shall establish its own Civil Service process, or negotiate the changes in accordance with RCW, no later than January 1 of the second full calendar after the Effective Date. The City will continue to provide a Civil Service Board during the interim at no cost to the RFA.

3.3. Others.

Unless specified herein, the RFA shall establish its own services no later than January 1 of the second full calendar after the Effective Date to perform any functions not identified in this Plan. City will provide such services during the interim and may recover any service costs from the RFA.

4. Seamless Transition.

Unless otherwise noted in the RFA Plan, the transfer of authority and the administration and management of the RFA shall be seamless and shall initially model the current administrative and management components of the current City of Bellingham Fire Department.

The ORGANIZATIONAL STRUCTURE – PERSONNEL - ADMINISTRATION section of The RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.

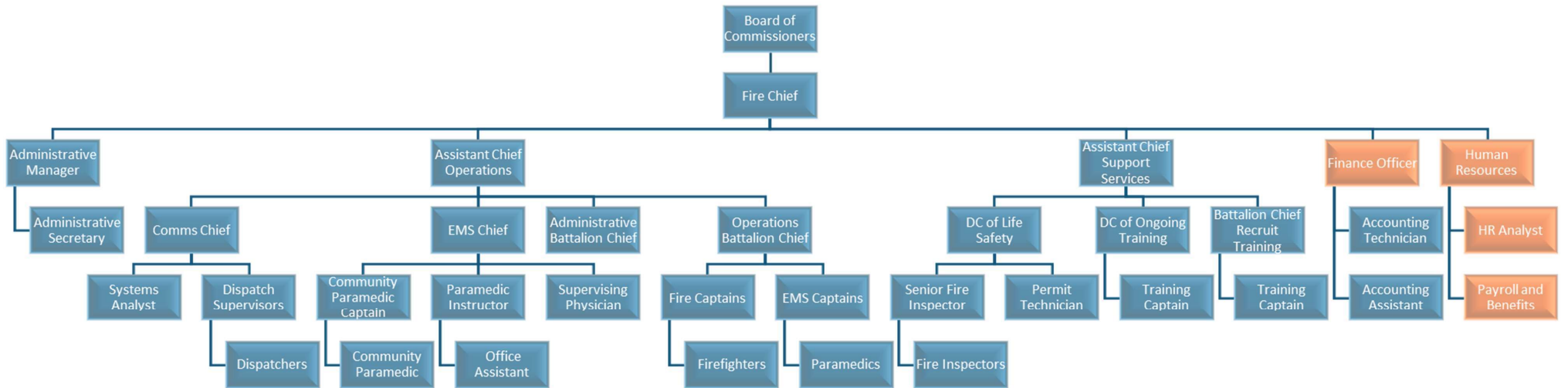
Committee Recommendations:

Implementation Steps:

Financial/ Administrative Implications:

APPENDIX C- ORGANIZATIONAL CHART

BELLINGHAM REGIONAL FIRE AUTHORITY ORGANIZATIONAL CHART





City of Bellingham - Whatcom County Fire District Regional Fire Authority Planning Committee Issue Paper

Prepared by: Staff

Date: June 17, 2026

Title: Funding and Finance

Purpose:

This chapter establishes the financial framework for the RFA. It documents the legal basis for revenue collection, debt authority, interlocal financial agreements, the transitional funding mechanisms necessary to sustain continuous service delivery from formation through first full-year levy collection and the legal transfer of all assets, records, agreements and personnel. All provisions are grounded in Chapter 52.26 RCW (Regional Fire Protection Service Authorities) and related statutes.

Statutory References:

Chapter 52.26 RCW provides the comprehensive legal framework for RFA finances. The key financial statutes applicable to this RFA proposal are:

- **RCW 52.26.050** Authorizes the service plan to specify taxes and benefit charges, including property tax levy rates and the use of benefit charges as alternative or supplemental revenue.
- **RCW 52.26.100** Governs the transfer of all documents, surveys, books, records, files and written material in possession of the participating fire department; all real property, personal property, motor vehicles and other tangible assets; all funds credits, or other assets; appropriations, and personnel. All are subject to transfer to the RFA unless as otherwise excepted and noted within the plan.
- **RCW 52.26.130** Governs general indebtedness, interlocal contracts pledging revenues, and general obligation bonds for capital purposes.
- **RCW 52.26.140** Establishes levy authority, including regular levies, special-election levies, and the definition of taxable property value.



- **RCW 52.26.150** Directs that levies be made by the county legislative authority where the RFA is located, as part of the general tax roll.
- **RCW 52.26.170** Governs the collection of taxes by the county treasurer.
- **RCW Chapter 39.34** The Interlocal Cooperation Act, authorizing the RFA to enter into interlocal agreements with other governmental entities.
- **RCW 52.36.050 Firemen's relief and pensions**
- **RCW 52.30.020 Property of public agency included within district-Contracts for Service**

Together, these statutes create a self-consistent financial framework that mirrors the fiscal structure of a fire protection district while providing consolidated governance and economies of scale that motivate RFA formation.

Background/ Problem Statement:

The draft RFA Plan outlines how the new Regional Fire Authority will be funded and supplied with operating resources during its initial period, how long-term revenues will be generated, and how assets and liabilities will be allocated between participating jurisdictions and the RFA. These components are essential to establishing financial stability and ensuring uninterrupted fire and emergency services.

Decisions Needed:

A structural financial challenge in RFA formation is the gap between the effective date of the authority and the date on which levy revenues first become available to the RFA. Washington's property tax calendar means that a newly formed RFA certified for a levy in one tax year will not receive the first installment of those revenues until the following April 30 at the earliest. This lag — which can range from several months to more than a year depending on the timing of formation relative to the annual levy certification deadline — requires deliberate transitional funding planning:

- The Planning Committee is asked to confirm that the RFA will rely on the existing budgets of participating jurisdictions to fund operations until first RFA revenue collections of levy and fire benefits charges if utilized.

Confirmation of Long-Term Revenue Authorities:

- Approve the inclusion of property tax levy authority, benefit charge authority, service contracts, and fee-based revenues as outlined in the Plan.



Under RCW 52.26.140, the RFA governing board may levy ad valorem property taxes for authority purposes. The levy rate is established in the service plan and approved by voters.

In addition to property taxes, RCW 52.26.180 through 52.26.270 authorize the RFA to impose benefit charges on properties within the authority. Benefit charges are levied based on the benefit each property receives from fire protection services, providing an equitable alternative or supplement to ad valorem taxation. Benefit charges must be submitted to voters and expire in six or fewer years unless reapproved per RCW 52.26.220. The governing board must conduct annual review of the benefit charge methodology.

Interlocal agreements may also address ongoing service delivery arrangements, cost-sharing for shared facilities and apparatus, and administrative services. Interlocal agreements identified as needing creation:

- Impact and mitigation fee collection and remittance
- Permit, plan review, and inspection fee collection
- Any continuing administrative financial services, if required

Approval of Asset Transfer and Exemption Lists - RCW 52.26.100 Except as otherwise provided in the regional fire protection service authority plan, and on the creation date of the regional fire protection service authority or, in the case of a fire protection jurisdiction, on the effective date that the fire protection jurisdiction is subsequently annexed into an authority, all reports, documents, surveys, books, records, files, papers, or written material in the possession of the participating fire protection jurisdiction pertaining to fire protection and emergency services powers, functions, and duties shall be delivered to the regional fire protection service authority; all real property and personal property including cabinets, furniture, office equipment, motor vehicles, and other tangible property employed by the participating fire protection jurisdiction in carrying out the fire protection and emergency services powers, functions, and duties shall be transferred to the regional fire protection service authority; and all funds, credits, or other assets held by the participating fire protection jurisdiction in connection with the fire protection and emergency services powers, functions, and duties shall be transferred and credited to the regional fire protection service authority.

Under RCW 52.26.100(3), all existing contracts and obligations of participating jurisdictions remain in full force and are performed by the RFA upon transfer. This includes outstanding debt instruments, lease obligations, and bond covenants. The financial plan must account for the assumption of these obligations and their ongoing debt-service requirements within the RFA budget unless otherwise excluded.

Finance Options for RFA

Selecting a funding structure that is
Dedicated, Stable and Consistent



Where we are currently

- If operating as an independent RFA in 2026, year 1 operating expense budget required
 - \$63,513,870

Options for Taxes or Charges

Selecting a funding structure that is Dedicated, Stable and Consistent

- Fire Levy up to maximum \$1.50 per \$1000 AV
 - Revenues cannot meet existing service levels and will not support needs given the 1% revenue limitations
Requires Super Majority (60%) voter approval to initiate; Simple majority to renew
 - Option not considered viable due only to lack of revenue being produced
- Additional EMS Levy to a maximum Fire Levy
 - The RFA levy rate is subject to a gross EMS levy rate .50 per thousand and is subordinate to The Whatcom County EMS levy rate. As Whatcom County increases their voter levy rate, RFA levy rates may fluctuate lower in response
 - Requires Supermajority to pass, simple majority to renew
 - Option is not recommended due to the fluctuations possible. Does not meet criteria for consistency or stability
- Additional Maintenance and Operations Levy to maximum Fire Levy
 - Good for 4 years if used for operations. No limit to collection amounts, voters approve an actual dollar amount for each year of the Levy
 - Cannot be used for Capital needs
 - Requires Supermajority to pass, and Super majority to renew
 - Option is not recommended due to the fluctuations possible of non-voter renewals and is subject to voter fatigue. Does not meet criteria for consistency or stability
- Combination Fire Levy and Fire Benefit Charge (FBC)
 - Fire Levy maximum set at \$1.00 per \$1000 AV
 - FBC is formulated based on type of occupancy and Sq. Footage, not Assessed valuation
 - Maximum 60% of Operations Budget and may be adjustable higher or lower to meet operational expense needs
 - FBC can be permanent, 6 year renewal, or 10 year renewal, requires Super Majority to initiate and simple majority to renew
 - Primary Revenue Source recommended. Meets criteria for being Dedicated, Stable, and Consistent

Additional Considerations

- Levees that tax strictly by tax \$ per 1000 have a direct inflationary impact to housing and rental costs which impacts affordability to housing.
- The Fire Benefits charge has a direct inflationary impact to the cost of goods or services marketed, and the inflationary impacts are diluted to core end sales market. A Business that supply goods or services to residents outside the authority will partially distribute the impacts of the Benefits Charge to a greater population.

If the RFA were to operate today in 2026

Current Budgeted Expense of BFD Less OEM	2026 Expenses
City of Bellingham General Fund Expense Allocation	\$ 41,278,111.00
D8 Expense Allocations less BFD Contract and D8 administrative expenses while still in existence	\$ 526,993.00
BFD Medic One Budget Less Sales Tax	\$ 14,191,023.00
BFD Dispatch Budget	\$ 3,582,743.00

Additional Costs Necessary to Operate as an Independent Taxing Authority Currently provided by City Organizational Staff and Costs

Labor and Industries Industrial Insurance	\$ 1,200,000.00
Life Safety Dvelopment Services Fund Expenses	\$ 265,000.00
Property/Casualty/Risk Insurance	\$ 200,000.00
Washinton State Auditing Costs	\$ 100,000.00
Election Costs (Estimated \$50,000 every two years)	\$ 25,000.00
Legal	\$ 200,000.00
3 new PERS FTE to support HR functions	\$ 560,000.00
1 new PERS FTE to Support the Financial Complexities of the RFA	\$ 200,000.00

Total Expenses to Operate at current levels. Does not provide for any required contingencies, overages or capital expenditures

\$ 62,128,870.00

Necessary First Year Expenses to restore capacity to hire and train new firefighters removed from the 2026 Budget	\$ 1,385,000.00
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Total Expenses to fund at Current Levels. Will not allow for any improvements and likely not sustain operations more than 2 years.

\$ 63,513,870.00

If the RFA were to operate today in 2026

Revenues from Contracts, Fees and Taxes	2026 Revenues
GEMT	\$ 3,185,000.00
BLS Transport	\$ 1,700,000.00
Whatcom County Contracts for ALS	\$ 15,400,000.00
Whatcom County Contracts for BLS	\$ 600,000.00
Life Safety Permit Services	\$ 365,000.00
Dispatch Services	\$ 3,583,000.00
Leasehold Tax	\$ 60,000.00
Contracts w/Government Entities	\$ 650,000.00
Sub Total of Non Property Tax Revenues	\$ 25,543,000.00

Property Tax Revenue Collection Possibilities

\$1.50 per 1,000 AV Collections	\$	37,824,015.00	\$25,543,000.00	Other Rev.
Residual	\$	(146,855.00)	\$63,513,870.00	
\$1.00 per 1/1000 AV	\$	25,216,010.00	\$25,543,000.00	Other Rev.
FBC can be set to any amount; Minimum amount to net zero difference	\$	12,754,860.00	\$63,513,870.00	

Other Taxing Options not noted are additional EMS Levy and Additional Operations and Maintenance Levy