

# **Bellingham Regional Fire Authority Plan**

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## **ACKNOWLEDGEMENT**

Recognizing the challenges and opportunities that all fire jurisdictions are facing, the City of Bellingham and Whatcom County Fire District 8, through a partnership of many years, agreed to explore the different governance and funding options available to provide fire protection and life safety services, emergency medical services and emergency dispatch services to the communities we serve.

### **Planning Committee**

|                                             |                                     |
|---------------------------------------------|-------------------------------------|
| Kim Lund, Mayor, City of Bellingham         | WCFD8 Commissioner Roger Buswell    |
| Dan Hammil, Bellingham City Council         | WCFD8 Commissioner Rob Neher        |
| Michael Lilliquist, Bellingham City Council | WCFD 8 Commissioner Sheena Williams |

### **Staff Team**

Chief Bill Hewett, BFD  
Assistant Chief David Pethick, BFD  
Assistant Chief Rachel Carlson, BFD  
Christopher Hughes, BFD  
Rod Toppel, Consultant  
Kim Lund, Mayor, COB  
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## 1. BACKGROUND & NEEDS STATEMENTS

| SECTION 1       | BACKGROUND & NEEDS STATEMENTS                                                                                                                       |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Revision</i> | The <b>BACKGROUND &amp; NEEDS STATEMENTS</b> section of the <b>RFA Plan</b> is subject to amendment by a majority vote of the RFA Governance Board. |
| <i>Adopted</i>  |                                                                                                                                                     |
| <i>Revised</i>  |                                                                                                                                                     |

### A. Background and Needs

1. The City of Bellingham and Whatcom County Fire District No. 8 have experienced significant growth, outpacing their ability to meet adopted levels of service for fire protection and emergency medical services. Calls for service in the City and the District increased by 35% between 2015–2025—an additional 9,000 calls per year, or roughly 25 more calls each day. This growth is expected to continue, adding substantial pressure on where and how services are delivered in the future.
2. Despite rising demand, core fire response resources have remained largely unchanged within the City and have decreased within the District. The City currently operates with the same number of primary fire response units that were available in 1976. Due to declining volunteers, Fire District 8 has reduced firefighting capacity by closing two volunteer fire stations and moved toward a full-time staffing model. For both organizations, like many peer organizations across the State, staffing and station capacity have not kept pace with service needs, resulting in a system that must continually do more with less. The growth noted above, combined with resource allocation limitations, has eroded the ability for both organizations to maintain adopted City and County response time performance measures leading to increasing response times.
3. The City Fire Department has been cross-staffing their fire and ambulance resources with a single crew of three personnel, meaning that the crew has to choose between staffing a fire apparatus and leaving their ambulance behind, or staff the ambulance and leave their fire apparatus behind. This cross-staffing model, originally adopted to maximize resource deployment, has reached the end of its practical usefulness. By independently staffing the fire apparatus and the ambulance, the department will increase unit availability and reduce response times. Assessments show cross-staffed companies operate at 86–90% availability—

below the 90–92% expected in a healthy system. While the addition of two basic life support units has improved efficiency, it has not fully offset demand.

4. Forming a regional fire authority would allow for increased and more reliable levels of service through increased staffing and resource placement. A regional fire authority provides a voter-approved funding structure that is dedicated, stable, and consistent and will meet both current and future community needs for fire and emergency medical services.
5. Communities are best served by a fire and emergency services system built on partnership, shared responsibility, and coordinated planning among local and regional governments, private-sector partners, and the community. The development of a regional fire authority strengthens these collaborative efforts.
6. Stable regional funding options enable timely development, expansion, and implementation of critical fire and emergency medical services initiatives, ensuring the system can meet growing service demands and evolving community expectations.
7. The City and the District have collaborated to provide a high level of service since 1997. This long-standing partnership has delivered strong outcomes within the limits of available resources, laying the groundwork for more unified regional service delivery.
8. The City and the District will be asking voters within each jurisdiction to consider combining their fire and emergency medical service functions into a single regional fire authority. This step would formalize existing collaboration, align service delivery, and create a sustainable system capable of meeting future demands.

## **RFA SECTION 1 PLAN REVISION:**

The **NEEDS STATEMENT** section of **RFA Plan** is subject to amendment only by a majority vote of the RFA Governance Board.

## 2. DEFINITIONS

| SECTION 2       | DEFINITIONS                                                                                                                   |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------|
| <i>Revision</i> | The <b>DEFINITIONS</b> section of the <b>RFA Plan</b> is subject to amendment by a majority vote of the RFA Governance Board. |
| <i>Adopted</i>  |                                                                                                                               |
| <i>Revised</i>  |                                                                                                                               |

### A. DEFINITIONS

1. The definitions in this section apply throughout this **RFA Plan**, unless the context clearly requires otherwise.
  - 1.1. ***"Board", "Governance Board" or "Governing Board"*** means the Governance body of a regional fire authority.
  - 1.2. ***"Bellingham Fire Department"*** means the Fire Department of the City of Bellingham.
  - 1.3. ***"City"*** means the City of Bellingham.
  - 1.4. ***"District"*** means Whatcom County Fire Protection District No. 8.
  - 1.5. ***"Effective Date"*** means July 1, 2027, following the approval of the RFA Plan by voters of the Participating Jurisdictions.
  - 1.6. ***"Emergency Management Services"*** means the services that prepare for, respond to, and minimize the impacts of disaster.
  - 1.7. ***"Fire Benefit Charge"*** is a service charge determined by the required fire-flow and personnel and equipment costs associated with fighting a fire in a particular type and size of structure. The initial calculation method and formula is described in (**Appendix E**) of this plan.
  - 1.8. ***"Interlocal Agreement"*** means the interlocal service agreement between the RFA and the City of Bellingham in provisioning of certain administrative and support services per this plan.

- 1.9. ***“Participating Jurisdictions”*** means the City of Bellingham and Whatcom County Fire District 8.
- 1.10. ***“RCW”*** means Revised Code of Washington.
- 1.11. ***“Regional Fire Authority” or “RFA” or “Bellingham Regional Fire Authority”*** means the regional fire authority formed pursuant to chapter 52.26 RCW and this plan.
- 1.12. ***“Regional Fire Authority Planning Committee” or “Planning Committee”*** means the committee created under RCW 52.26.030 to create and propose to the City of Bellingham and Whatcom County Fire District 8 the Regional Fire Authority Plan.
- 1.13. ***“Regional Fire Authority Plan,” “RFA Plan” or “Plan”*** means this Regional Fire Protection Service Authority Plan, drafted and approved in accordance with chapter 52.26 RCW for the development, financing and operation of the Bellingham Regional Fire Authority.

## **RFA SECTION 2 PLAN REVISION DISPOSITION**

The **DEFINITIONS** section of the **RFA Plan** is subject to amendment only by a majority vote of the RFA Governance Board.

### 3. FORMATION AUTHORITY

|                  |                                                                                                                                                                            |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SECTION 3</b> | <b>FORMATION AUTHORITY</b>                                                                                                                                                 |
| <i>Revision</i>  | The <b>FORMATION AUTHORITY</b> section of the <b>RFA Plan</b> is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval. |
| <i>Adopted</i>   |                                                                                                                                                                            |
| <i>Revised</i>   |                                                                                                                                                                            |

#### A. REGIONAL FIRE AUTHORITY

1. Chapter 52.26 RCW provides statutory authority for the formation of a Regional Fire Authority by the City and the District.

#### B. PLANNING COMMITTEE AUTHORITY:

1. RCW 52.26.030 and RCW 52.26.040 provides statutory authority to form and operate a Planning Committee.
2. The Participating Jurisdictions formed a Planning Committee consisting of two (2) members of the City Council and the Mayor of the City of Bellingham and three (3) Commissioners of the District.
3. The Planning Committee developed and presented to the elected officials of each Participating Jurisdiction the RFA Plan.

#### C. RFA PLAN APPROVAL AUTHORITY:

1. The legislative body of each Participating Jurisdiction reviewed and approved the RFA plan by Joint Resolution and called for an election to approve the RFA Plan.

2. The RFA Plan is being submitted to the voters of the City and the District as a single ballot measure that must be approved by a 60% majority vote.
3. The Planning Committee has authority to take all necessary actions on behalf of the Participating Jurisdictions to place the RFA Plan before the voters and to comply with the public hearing requirements contained in RCW 52.26.230.
4. Should the RFA Plan be approved by 60% of the voters of the Participating Jurisdictions, the Bellingham Regional Fire Authority shall be formed on July 01, 2027, in accordance with RCW 52.26.070.
5. Upon voter approval of the RFA Plan, the City and the District shall continue to exist as Washington State municipal corporations. The exclusive purpose of the continued existence of the District shall be to levy and collect taxes and/or other fire protection district revenue to be transferred to the RFA until such time as the RFA collects its own revenues and to provide representation to the newly formed RFA Governance Board.
6. If the RFA Plan is not approved by 60% of the voters, then operations relating to the services set forth herein shall remain with the City and the District.

### **RFA SECTION 3 PLAN REVISION DISPOSITION:**

The **FORMATION AUTHORITY** section of the **RFA Plan** is subject to amendment only by submission of a revised RFA Plan to the electorate for approval.

## 4. JURISDICTIONAL BOUNDARIES

|                  |                                                                                                                                                              |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SECTION 4</b> | <b>JURISDICTIONAL BOUNDARIES</b>                                                                                                                             |
| <i>Revision</i>  | The <b>JURISDICTIONAL BOUNDARIES</b> section of the <b>RFA Plan</b> is subject to amendment or revision only by a majority vote of the RFA Governance Board. |
| <i>Adopted</i>   |                                                                                                                                                              |
| <i>Revised</i>   |                                                                                                                                                              |

### **A. JURISDICTIONAL BOUNDARIES ON DATE OF FORMATION:**

1. On the Effective Date, the jurisdictional boundaries of the RFA shall be the legal boundaries of the Participating Jurisdictions. The boundaries are depicted on the map attached hereto as **Appendix A**.

### **B. CHANGES IN JURISDICTIONAL BOUNDARIES AFTER FORMATION OF THE RFA:**

1. **Boundary Changes that do not require an RFA Plan amendment:**
  - 1.1. **City annexations of areas included within the boundaries of the District.**  
Such annexations will not affect the RFA since the areas will already be within the RFA boundaries. Pursuant to RCW 52.26.290 there will be no required assets or employee transfers between the City and District.
  - 1.2. **City annexations of areas not included within the District.** On the effective date of such annexation, the territory annexed shall automatically be included within the boundaries of the RFA pursuant to RCW 52.26.290. The territory added to the RFA by such annexation shall be subject to the taxation, charges, and bonded indebtedness (if approved as part of the annexation process) of the RFA. Any transfer of assets or employees that occurs as a result of annexation shall be between the transferring entity and the RFA.
  - 1.3. **Annexation of a portion of the District by a City that is not a Participating Jurisdiction in the RFA.** On the effective date of such annexation, the territory

annexed shall automatically be removed from the boundaries of the RFA. In this situation the RFA shall not be obligated to transfer employees or assets of the RFA, and the annexing city shall be restricted solely to assets and employees of the District, if any.

**1.4. RFA Annexations.** Pursuant to RCW 52.26.090(1)(g), the RFA shall have the authority to conduct annexations of unincorporated territory adjacent to the RFA pursuant to the statutory authority and procedures set forth in Chapter 52.04.001 through RCW 52.04.051.

**1.5. RFA Partial Mergers.** Pursuant to RCW 52.26.090(1)(g), the RFA shall have the authority to participate in the partial merger process under the authority and pursuant to the procedures set forth in RCW 52.06.090 and 52.06.100.

**2. Boundary Changes that require an RFA Plan Amendment:**

**2.1. Annexations of Adjacent Fire Protection Jurisdictions.** The boundaries of the RFA may be expanded to include adjacent fire protection jurisdictions through the Plan Amendment and annexation procedures set forth at RCW 52.26.300.

**RFA SECTION 4 PLAN REVISION DISPOSITION:**

The **JURISDICTIONAL BOUNDARIES** section of the **RFA Plan** is subject to amendment only by a majority vote of the RFA Governance Board.

## 5. GOVERNANCE

|                  |                                                                                                                                               |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SECTION 5</b> | <b>GOVERNANCE</b>                                                                                                                             |
| <i>Revision</i>  | The <b>GOVERNANCE</b> section of the <b>RFA Plan</b> is subject to amendment or revision only by a majority vote of the RFA Governance Board. |
| <i>Adopted</i>   |                                                                                                                                               |
| <i>Revised</i>   |                                                                                                                                               |

### A. GOVERNING BOARD STRUCTURE AND OPERATION:

1. **Governing Board.** As provided by RCW 52. 26.080, the RFA Governing Board shall be established consistent with the terms of this Section and shall have authority as of the Effective Date.
2. **Transitional Governing Board.** Upon the Effective Date, the RFA shall be governed by a Transitional Governing Board consisting of five (5) voting members as follows:
  - a) **Position 1.** Position 1 shall be filled by a District Commissioner appointed by the District Board and expire on December 31, 2027.
  - b) **Position 2.** Position 2 shall be filled by a District Commissioner appointed by the District Board and expire on December 31, 2029.
  - c) **Position 3.** Position 3 shall be filled by an elected city council member appointed by the Bellingham City Council and shall expire on December 31, 2027.
  - d) **Position 4.** Position 4 shall be filled by an elected city council member appointed by the Bellingham City Council and shall expire on December 31, 2029.
  - e) **Position 5.** This position shall be filled by the elected Mayor and expire on December 31, 2029.
3. **Permanent Governing Board and Commissioner Districts.** RFA governance shall transition from the Transitional Board to a Permanent Governing Board consisting of five (5) elected commissioner positions as follows:

- a) **Position 1** shall be filled by a registered voter residing within Commissioner District No. 1 and shall serve an Initial Term of six (6) years. The initial election for this position shall be at the 2027 general election.
  - b) **Position 2** shall be filled by a registered voter residing within Commissioner District No. 2 and shall serve an Initial Term of two (2) years. The initial election for this position shall be at the 2029 general election.
  - c) **Position 3** shall be filled by a registered voter residing within Commissioner District No. 3 and shall serve an Initial Term of six (6) years. The initial election for this position shall be at the 2027 general election.
  - d) **Position 4** shall be filled by a registered voter residing within Commissioner District No. 4 and shall serve an Initial Term of six (6) years. The initial election for this position shall be at the 2029 general election.
  - e) **Position 5** shall be filled by a registered voter residing within Commissioner District No. 5 and shall serve an Initial Term of six (6) years. The initial election for this position shall be at the 2029 general election.
- 3.1.** With the exception of Position 2, all initial terms shall be six (6) years. The initial term for Position 2 shall be a two (2) year term for the sole purpose of staggering elections into the future. After the Initial Terms set forth above, all commissioner terms shall be six (6) year terms.
- 3.2.** For all Commissioner Positions 1-5, the following voting and eligibility conditions apply:
- a) To be eligible to hold a commissioner position the person must be a registered voter who resides within the applicable commissioner district; and
  - b) Only registered voters of a commissioner district may vote at a primary election to nominate candidates for the commissioner position of such district; and
  - c) All registered voters of the RFA shall be eligible to vote at a general election to elect a commissioner of the commissioner district; and
  - d) No elected commissioner shall hold any other public office that would be incompatible with the office of fire commissioner, while serving as a fire commissioner; and

e) No elected commissioner shall hold any other employment with the Regional Fire Authority.

**3.3.** On the Effective Date, the commissioner boundaries of the RFA shall be the boundaries depicted on the map attached hereto and marked as **Appendix B** of this RFA Plan.

In determining the boundaries of such districts, the planning committee was guided by the following principles:

a) The population of each district shall be relatively equal; and

b) Commissioner districts shall be drawn in accordance with RCW 29A.76.

**4. Governing Rules.** The RFA Governing Board shall adopt by-laws, to govern RFA 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.

**5. Authority.** The RFA Governing Board shall have all the power and authority granted governing boards under Washington State law; and shall include the power and authority to make any decisions appropriate for the RFA and for matters related to Title 52 RCW.

**6. Compensation of Governing Board.** Commissioners of the Governing Board will receive compensation in the same manner and under the same conditions as provided by law for commissioners of a fire protection district organized under Title 52 RCW.

## **RFA SECTION 5 PLAN REVISION DISPOSITION:**

The **GOVERNANCE** section of the **RFA Plan** may be amended by a majority vote of the RFA Governance Board.

## 6. FUNDING AND FINANCE

| SECTION 6       | FUNDING AND FINANCE                                                                                                                                                         |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Revision</i> | The <b>FUNDING and FINANCE</b> section of the <b>RFA Plan</b> is subject to amendment or revision by the Governing Board except when voter approval is required by statute. |
| <i>Adopted</i>  |                                                                                                                                                                             |
| <i>Revised</i>  |                                                                                                                                                                             |

### A. INTERIM RFA FINANCES:

1. From July 1, 2027 through December 31, 2027, RFA operations will be funded by each Participating Jurisdiction using remaining funds budgeted by each Participating Jurisdiction for fire department/district services for the 2027 calendar year. Such funding may be further defined by interlocal agreement.
2. From January 1, 2028 to April 30, 2028 (or such later date that the RFA receives its first installment of tax and FBC revenue), RFA operations will be funded by the City of Bellingham. The RFA shall reimburse the City for any funding for this time period in excess of \$10,000,000 by not later than December 31, 2029. Such funding may be further defined by interlocal agreement.

### B. RFA FINANCES:

1. **Tax Levies.** The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050 (1) (b) at the initial tax levy rate of \$1.00 per thousand dollars of assessed valuation.
2. **Benefit Charge.** The RFA shall be authorized to impose a benefit charge on all improved properties within the RFA service area, initially based upon the general formula and methodology provided in Appendix E in accordance RCW 52.26.050(1)(a).

3. **Service Contracts.** To the extent permitted by law, the RFA Governance Board shall have the authority to pursue and contract with agencies and entities exempt from property taxes in accordance with RCW 52.30.020 and related statutes.
4. **Fire Impact and Mitigation Fees.** On the effective date, all District impact and mitigation fees shall transfer to the RFA for the continued imposition and collection.
5. **Additional Revenue Options.** The RFA Governing Board shall have the authority to pursue, subject to any applicable statutory voter approval requirements and the RFA Plan Amendment, if required, all additional revenue sources authorized by law including but not limited to revenue sources specifically identified in Title 52 RCW and Title 84 RCW that are not otherwise addressed in chapter 52.26 RCW.

### **C. TRANSFER OF ASSETS:**

1. **District Assets.** On the Effective Date, the District shall immediately transfer all District Assets to the RFA, including but not limited to the following assets:
  - 1.1 The real property identified in Appendix D, and any building fixtures, furniture and contents thereof.
  - 1.2 The apparatus/vehicles identified in Appendix D.
  - 1.3 Capital Reserve Fund. On the effective Date, the District shall transfer its Capital reserve fund to the RFA for the purposes of establishing a Capital projects and equipment Reserve Fund. The Capital reserve fund shall be used for capital expenditures having a cost greater than \$25,000.00 and a service life greater than ten (10) years (e.g., major equipment, fire apparatus, etc.).
  - 1.4 Reserve Fund. On the effective Date, the District shall transfer its reserve fund to the RFA for the purposes of establishing a Reserve Fund.
2. **City Assets.** On the Effective Date, the City shall immediately transfer to the RFA the following assets:
  - 2.1 The real property identified in Appendix D, and unless otherwise excluded, any building fixtures, furniture and contents thereof.
  - 2.2 The apparatus/vehicles identified in Appendix D.

- 2.3. Unless otherwise specified herein or in a separate agreement no other City funds shall be transferred to the RFA.
  - 2.4. All reports, documents, surveys, books, records, files, papers, or written material used by the City to carry out the fire protection and emergency services powers, functions, and duties of the City that are owned by or in the possession of the City.
3. City water systems including fire hydrants and related appurtenances shall not be transferred and shall remain City property.
4. Except as otherwise provided in this RFA Plan, whenever any question arises as to the transfer of any 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 Jurisdiction owning such assets shall make a determination as to the proper allocation.

#### **D. DEBT:**

1. The following **City Debt** shall be retained by the City:
  - 1.1 Obligations and assets related to City of Bellingham's Firefighter's Pension and/or LEOFF 1 retiree medical.
2. The following **District Debt** shall be transferred and assumed by the RFA.
  - 2.1 A Washington State LOCAL loan to finance Station 34 replacement.
  - 2.2 Future District Expenses. All future costs incurred by the District on and after the Effective Date shall be the responsibility of the RFA.

#### **RFA SECTION 6 PLAN REVISION DISPOSITION:**

The **FUNDING AND FINANCE** section of the **RFA Plan** is subject to amendment or revision by the Governing Board except when voter approval is required by statute.

## 7. ORGANIZATIONAL STRUCTURE - PERSONNEL – ADMINISTRATION

|                  |                                                                                                                                                                         |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SECTION 7</b> | <b>ORGANIZATIONAL STRUCTURE - PERSONNEL - ADMINISTRATION</b>                                                                                                            |
| <i>Revision</i>  | The <b>ORGANIZATIONAL STRUCTURE - PERSONNEL - ADMINISTRATION</b> section of the <b>RFA Plan</b> is subject to amendment by a majority vote of the RFA Governance Board. |
| <i>Adopted</i>   |                                                                                                                                                                         |
| <i>Revised</i>   |                                                                                                                                                                         |

### **A. ORGANIZATIONAL STRUCTURE.**

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

### **B. PERSONNEL.**

1. **Fire Chief.** On the Effective Date, the Fire Chief for the Bellingham Fire Department 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.** Except as otherwise provided in this Plan, all, existing personnel of the Bellingham Fire Department shall transfer to the RFA to fulfill assigned duties as outlined in the organizational structure in Appendix C of this RFA plan. 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.

### **C. ADMINISTRATION.**

1. **Administration.** All current administrative and business functions, agreements, documents, operations, and policies and procedures from the City Fire Department shall be transferred 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 described below by reimbursing the City appropriate service costs. The RFA and the City will continue to evaluate these transition timelines. During any of these transitions, if by mutual agreement of the RFA and the City, parties may choose to extend or terminate early with at least 180 days' notice.
- 2.1. Human Resources.** The RFA intends to hire an HR/Finance Director immediately but will also contract all these services with the City of Bellingham through the first full calendar year after the Effective Date, December 31, 2028. Including but not limited to recruitment and hiring, labor relations and negotiations, 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. 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, 2029 of the second full calendar year after the Effective Date.
- 2.2. Legal Services.** The RFA will obtain its own legal counsel upon the Effective Date or as soon thereafter as is reasonably practicable.
- 2.3. Health Insurance.** The RFA will provide its own health plan upon the Effective Date or as soon thereafter as is reasonably practicable.
- 2.4. Risk Management.** The RFA will obtain its own property, liability, auto and other insurance coverage, to include Labor and Industries time loss, Liability, and property insurance, and will obtain its own unemployment and workers compensation policy (either through the State of Washington or a self-insurance program) upon the Effective Date or as soon thereafter as is reasonably practicable.
- 2.5. Payroll Services.** The RFA intends to hire an HR/Finance Director immediately but will also contract time sheet and payroll services with the City of Bellingham through the first full calendar year after the Effective Date, December 31, 2028. Unless otherwise mutually agreed by the City and the RFA, the RFA will assume all payroll related functions with its own staff starting January 1, 2029 of the second full calendar year after the Effective Date.
- 2.6. Accounting Services.** The RFA intends to hire an HR/Finance Director but will also contract these services with the City of Bellingham through the first full calendar year. Unless otherwise agreed to mutually by the City and the RFA, the RFA will

assume all accounting and financial management functions with its own staff starting January 1, 2029 of the second full calendar year after the Effective Date.

**2.7. Fleet Maintenance.** The RFA intends to contract all fleet maintenance, fueling procurement, radio, and make ready services with the City of Bellingham starting 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 additional 3-year periods upon mutual agreement.

**2.8. Facilities, IT, Communication.** The responsibility for major repairs and equipment replacement shall transfer to the RFA upon the Effective Date. The RFA intends to contract facility operations including but not limited to custodial maintenance and supply, routine maintenance, and small repairs with the City of Bellingham upon the Effective Date and continuing for the first calendar year unless mutually agreed to terminate sooner. The service agreement may be extended for an additional period upon mutual agreement.

2.8.1. The RFA intends to contract all IT operations including but not limited to hardware and software, GIS, internet access, web and social media hosting and content management, 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 additional 3-year periods upon mutual agreement.

2.8.2. 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, 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. LEOFF Board.** 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 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. **Volunteer Pension and Relief Board.** Responsibility for the Volunteer Pension and Relief Board shall transfer to the RFA upon the Effective Date.
5. **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.

### **RFA SECTION 7 PLAN REVISION DISPOSITION:**

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

## 8. OPERATIONS AND SERVICES

|                  |                                                                                                                                           |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SECTION 8</b> | <b>OPERATIONS AND SERVICES</b>                                                                                                            |
| <i>Revision</i>  | The <b>OPERATIONS AND SERVICES</b> section of the <b>RFA Plan</b> is subject to amendment by a majority vote of the RFA Governance Board. |
| <i>Adopted</i>   |                                                                                                                                           |
| <i>Revised</i>   |                                                                                                                                           |

### A. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES:

1. Except as otherwise provided in this Plan, all powers, duties, and functions of the City and the District pertaining to fire protection and emergency service shall 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 shall be transferred to the RFA and continued 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) on the effective date. 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.

## **B. FIRE PREVENTION AND INVESTIGATION SERVICES:**

Fire prevention and Investigation 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 Jurisdiction (AHJ).

### **1. Existing Service Providers:**

- 1.1. The Bellingham Fire Department currently provides Fire Prevention Services pursuant to RCW 19.27 within Bellingham city limits.
- 1.2. In the unincorporated areas of Fire District 8 that are within the bounds of the Lummi Nation, the Bellingham Fire Department provides fire protection systems permit review and fire prevention education.
- 1.3. In the unincorporated areas of Fire District 8 outside of the Lummi Nation, the Bellingham Fire Department provides fire prevention education.

### **2. Fire Prevention and Investigation Service Providers on Effective Date:**

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

## **C. EMERGENCY MANAGEMENT SERVICES:**

### **1. Existing Service Providers:**

- 1.1. The Bellingham Fire Department currently provides emergency management services within Bellingham city limits.
- 1.2. Whatcom County currently provides emergency management services within the District.

### **2. Emergency Management Services on the Effective Date:**

- 2.1. On the Effective Date, emergency management services within the boundaries of the RFA shall be provided as follows:
  - a) Within the City of Bellingham: The City of Bellingham shall remain the provider of emergency management services within the Bellingham city limits.

- b) Within unincorporated Whatcom County: Whatcom County shall remain the provider of emergency management services within unincorporated Whatcom County.

## **D. Fire and EMS Dispatch:**

1. Existing Service Providers:
  - 1.1 The Bellingham Fire Department currently provides fire and EMS dispatch services for all of Whatcom County pursuant to an interlocal agreement with Whatcom County.
2. Fire and EMS Dispatching Services on Effective Date:
  - 2.1. The RFA will assume responsibility for County wide fire and EMS dispatching previously provided by the City.

## **E. TRANSITION OF SERVICES:**

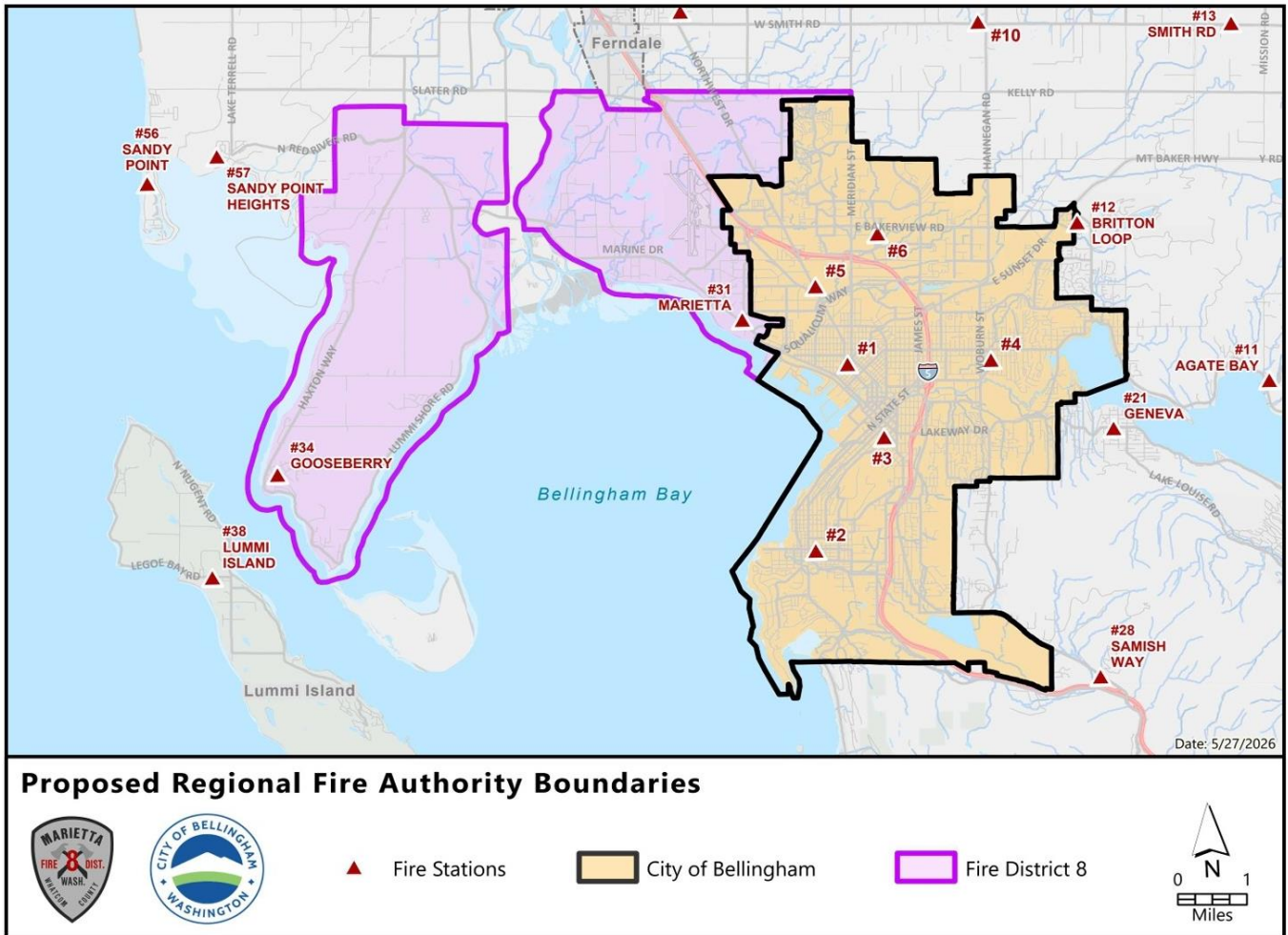
1. In order to effectuate the transition of services identified above, the following shall occur on the Effective Date:
  - 1.1. The Fire Department staff assigned to the Life Safety Division shall be transferred over to the RFA.
  - 1.2. The RFA Life Safety Division shall be organized as provided in Appendix C (organizational chart).
  - 1.3. The City of Bellingham intends to designate the Fire Chief and Fire Marshal of the RFA as the Fire Chief and Fire Marshal of the City of Bellingham for the purpose of fulfilling duties and responsibilities that are assigned to the Fire Chief and Fire Marshal in the Bellingham Municipal Code.
  - 1.4. Unless otherwise noted in the RFA Plan or the Inter-local Agreement, the transfer of authority and the Life Safety Division of the RFA shall be seamless.
  - 1.5. The RFA shall 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.

- 1.6. The RFA shall 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.
- 1.7. The City of Bellingham will retain emergency management authority within its jurisdiction in accordance with Washington State law.
- 1.8. 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.

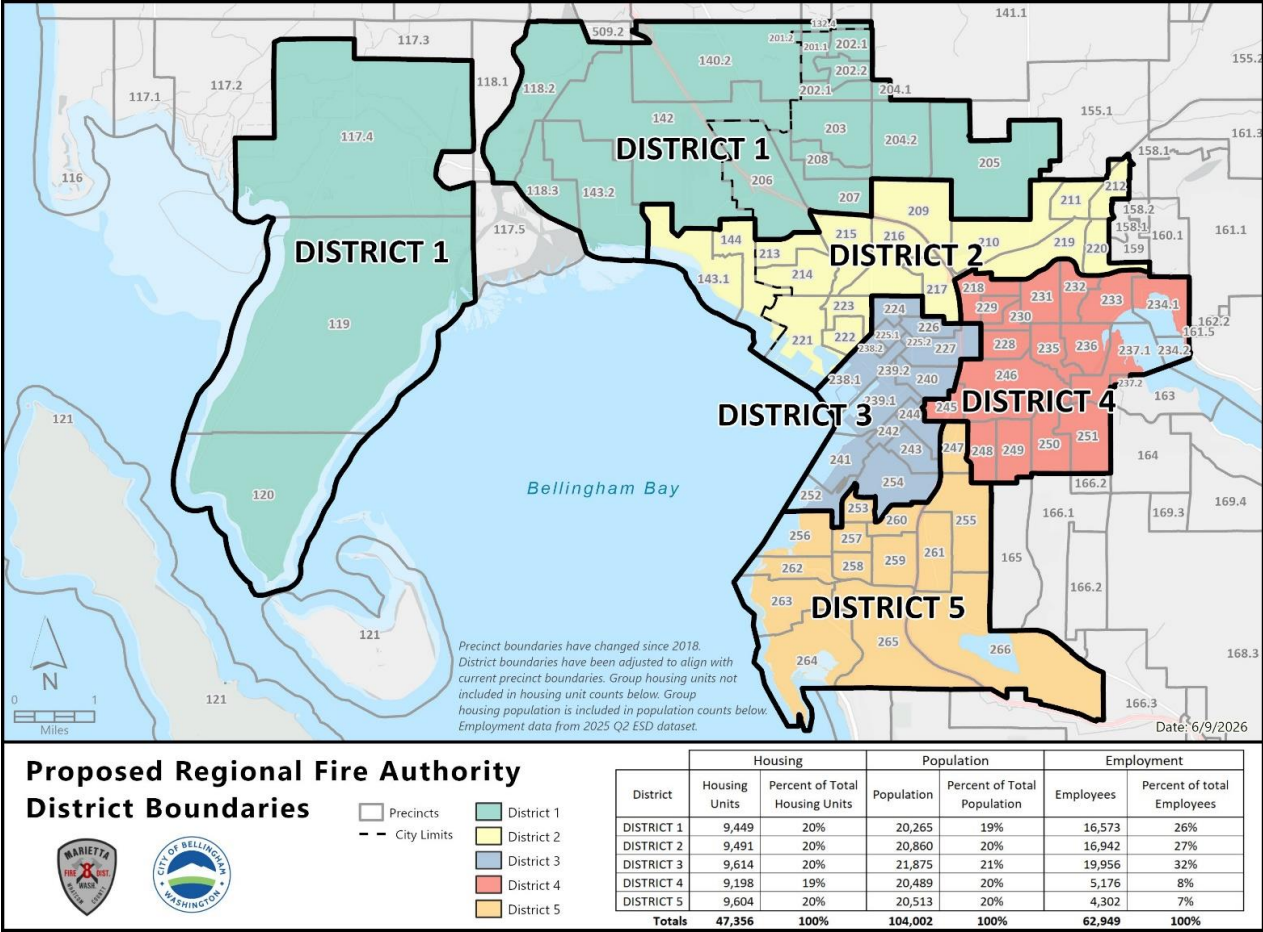
#### **RFA SECTION 8 PLAN REVISION DISPOSITION:**

The **OPERATIONS AND SERVICES** section of the RFA Plan is subject to amendment only by a majority vote of the RFA Governance Board.

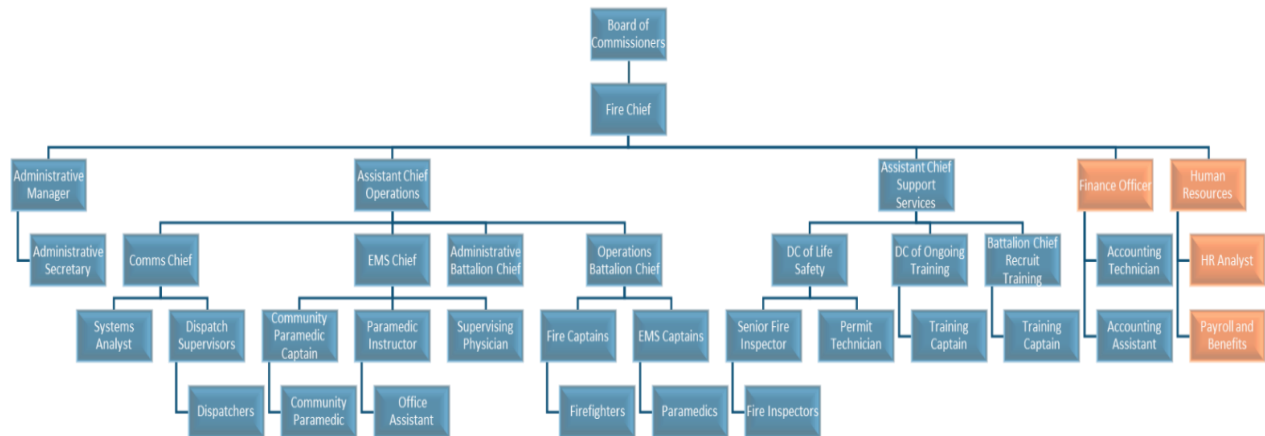
## Appendix A: Bellingham Regional Fire Authority Boundaries



# Appendix B: Bellingham Regional Fire Authority Fire Commissioner Districts



## Appendix C: Bellingham Regional Fire Authority Initial Organization Chart at Effective Date



*Organizational positions marked in orange will be new FTE required to support the Fire Authority.*

## Appendix D: Real and Personal Property – Stations, Vehicles, and Apparatus

### Stations

| Agency                                | Facility Name       | Address                                         | Property ID | Geo ID                                |
|---------------------------------------|---------------------|-------------------------------------------------|-------------|---------------------------------------|
| <b>Bellingham Fire Department</b>     |                     |                                                 |             |                                       |
| BFD                                   | Station 1           | 1800 Broadway St.<br>Bellingham, WA 98225       | 53394       | 3802255305360000                      |
| BFD                                   | Station 2           | 1590 Harris St, Bellingham,<br>WA, 98225        | 16649       | 3702012520790000                      |
| BFD                                   | Station 3           | 1111 Billy Frank Jr St,<br>Bellingham, WA 98225 | 77263/77289 | 3803312444860000/<br>3803312474960000 |
| BFD                                   | Station 4           | 2306 Yew Street,<br>Bellingham, WA 98229        | 66315       | 3803210220160000                      |
| BFD                                   | Station 5           | 3314 Northwest Ave,<br>Bellingham WA 98225      | 47309/47318 | 3802132520610000/<br>3802132580550000 |
| BFD                                   | Station 6           | 4068 Deemer Rd,<br>Bellingham WA 98225          | 61473       | 80318200507000                        |
| BFD                                   | Boathouse           | South Harbor Loop Dr,<br>Bellingham WA 98225    |             |                                       |
| <b>Whatcom County Fire District 8</b> |                     |                                                 |             |                                       |
| FD#8                                  | Station 31          | 2913 Bennet Dr.,<br>Bellingham WA 98225         | 49738       | 3802232143190000                      |
| FD#8                                  | Storage<br>Facility | 4504 Curtis Rd., Bellingham<br>WA 98225         | 43574       | 3802042900030000                      |
| FD#8                                  | Station 34          | 2600 Mackenzie Rd,<br>Bellingham, WA 98225      | 41489       | 3801344141460000                      |

### Real Property Specifically Excluded From Transfer to RFA

| Agency | Facility Name                    | Address                                       | Property ID | Geo ID           |
|--------|----------------------------------|-----------------------------------------------|-------------|------------------|
| BFD    | Bank Building                    | 3250 NW Avenue,<br>Bellingham WA<br>98225     | 47320       | 3802132630250000 |
| BFD    | Downtown Public<br>Safety Office | 1306 Commercial St,<br>Bellingham WA<br>98225 | N/A         | N/A              |

## Apparatus – Bellingham Fire Department

|        | Vehicle Type           | Manufacturer Name   | Vehicle Description           | Model Year | Model Number         | License | VIN               |
|--------|------------------------|---------------------|-------------------------------|------------|----------------------|---------|-------------------|
| 4521   | Ambulance              | FORD                | AMBULANCE                     | 2019       | E450                 | 70218D  | 1FDXE4FS0KDC52161 |
| 4522   | Ambulance              | FORD                | AMBULANCE                     | 2019       | E450                 | 70217D  | 1FDXE4FSXKDC52894 |
| 4523   | Ambulance              | FORD                | AMBULANCE                     | 2022       | AMBULANCE            | 74458D  | 1FDXE4FN3PDD18929 |
| 4524   | Ambulance              | FORD                | AMBULANCE                     | 2022       | AMBULANCE E450       | 74456D  | 1FDXE4FNXPDD18930 |
| 4525   | Ambulance              | FORD                | AMBULANCE                     | 2022       | AMBULANCE E450       | 74457D  | 1FDXE4FN1PDD18931 |
| 4514   | Ambulance              | FORD                | AMBULANCE                     | 2015       | E350                 | 59475D  | 1FDWE3FS8FDA05238 |
| 4517   | Ambulance              | FORD                | AMBULANCE                     | 2015       | E350                 | 60184D  | 1FDWE3FSXFDA05242 |
| 4526   | Ambulance              | FORD                | AMBULANCE                     | 2023       | E450                 | 77110D  | 1FDXE4FN5PDD39135 |
| 4527   | Ambulance              | FORD                | AMBULANCE                     | 2023       | AMBULANCE            | 77291D  | 1FDXE4FN5PDD39166 |
| 4528   | Ambulance              | FORD                | AMBULANCE                     | 2023       | E450                 | 77293D  | 1FDXE4FN8PDD39114 |
| 4529   | Ambulance              | FORD                | AMBULANCE                     | 2023       | E450                 | 77294D  | 1FDXE4FN6PDD39161 |
| 4530   | Ambulance              | FORD                | AMBULANCE                     | 2025       | E450                 | 82729D  | 1FDXE4FN4SDD03350 |
| 4532   | Ambulance              | FORD                | AMBULANCE                     | 2025       | E450                 | 84579D  | 1FDXE4FN5TDD01737 |
| 4531   | Ambulance              | FORD                | AMBULANCE                     | 2025       | E450                 | 82728D  | 1FDXE4FN3SDD03355 |
| 4499   | Fire Boat              | MOOSE BOATS         | FIRE BOAT                     | 2015       | M2-38                |         | 1R038085D515      |
| 4908   | Fire Truck Ladder      | PIERCE              | AERIAL FIRE TRUCK             | 2008       | 20495                | 46348D  | 4P1CA01H28A008628 |
| 4916   | Fire Truck Ladder      | PIERCE              | AERIAL FIRE TRUCK             | 2019       | ARROW XT             | 66527D  | 4P1BCAGF5KA019891 |
| 4909   | Fire Truck Pumper      | PIERCE              | PUMPER TRUCK                  | 2009       | PUMPER               | 46359D  | 4P1CJ01A29A009282 |
| 4910   | Fire Truck Pumper      | PIERCE              | PUMPER TRUCK                  | 2009       | PUMPER               | 46360D  | 4P1CJ01A49A009283 |
| 4912   | Fire Truck Pumper      | PIERCE              | PUMPER TRUCK                  | 2009       | PUMPER               | 46364D  | 4P1CJ01A89A009285 |
| 4914   | Fire Truck Pumper      | PIERCE              | PUMPER TRUCK                  | 2009       | PUMPER               | 46366D  | 4P1CJ01A19A009287 |
| 4915   | Fire Truck Pumper      | PIERCE              | PUMPER TRUCK                  | 2018       | PUMPER               | 64137D  | 4P1BAAFF4JA018771 |
| 4917   | Fire Truck Pumper      | PIERCE              | PUMPER TRUCK                  | 2020       | PUMPER TH385         | 66572D  | 4P1BAAFF2LA021283 |
| 4918   | Fire Truck Pumper      | PIERCE              | PUMPER TRUCK                  | 2021       | TH410                | 70306D  | 4P1BAAFF5MA022963 |
| 4919   | Fire Truck Pumper      | PIERCE              | PUMPER TRUCK                  | 2021       | ENFORCER JK294       | 64139D  | 4P1BAAFF6NA024061 |
| 4920   | Fire Truck Pumper      | PIERCE              | PUMPER TRUCK                  | 2022       | ENFORCER JK294       | 77486D  | 4P1BAAFF0RA026930 |
| 8012M  | Sedan Compact          | FORD                | COMPACT SEDAN                 | 2007       | FOCUS                | 42281D  | 1FAHP34NX7W259419 |
| 2062A  | SUV Compact            | FORD                | SUV - FIRE                    | 2007       | ESCAPE XLS           | 42272D  | 1FMCU92Z88KA13351 |
| 8024   | SUV Compact            | FORD                | COMPACT SUV                   | 2017       | ESCAPE SE            | 62212D  | 1FMCU9G99HUA40152 |
| 2048A  | SUV Large              | CHEVROLET           | SUV 4X4                       | 2007       | SUBURBAN             | 42261D  | 3GNFK16387G210905 |
| 8023   | SUV Large              | FORD                | SUV, RED                      | 2016       | EXPEDITION SSV       | 60293D  | 1FMJU1GT7GEF26682 |
| 8031   | SUV Large              | CHEVROLET           | SUV, RED                      | 2017       | SUBURBAN             | 61187D  | 1GNSKKEC6HR220694 |
| 8020   | SUV Large              | FORD                | SUV, RED                      | 2015       | EXPEDITION SSV       | 59858D  | 1FMJU1GT9FEF42199 |
| 8021   | SUV Large              | FORD                | SUV, RED                      | 2015       | EXPEDITION SSV       | 59859D  | 1FMJU1GT1FEF42200 |
| 8030   | SUV Large              | FORD                | SUV, RED                      | 2017       | EXPEDITION           | 61178D  | 1FMJU1GT7HEA53366 |
| 8033   | SUV Large              | CHEVROLET           | SUV, RED                      | 2017       | SUBURBAN             | 62664D  | 1GNSKKEC9HR308526 |
| 8056   | SUV Mid-Size           | CHEVROLET           | SUV, RED                      | 2023       | TAHOE SSV            | 76217D  | 1GNSKLED1PR301860 |
| 8057   | SUV Mid-Size           | CHEVROLET           | SUV, RED                      | 2023       | TAHOE SSV            | 76216D  | 1GNSKLEDXPR301839 |
| Oct-85 | Trailer Cargo 5k#-20k# | INTERSTATE          | EQUIPMENT TRAILER             | 2008       | CARGO TRAILER        | 46304D  | 4RACS12268N061117 |
| Oct-86 | Trailer Cargo 5k#-20k# | INTERSTATE          | EQUIPMENT TRAILER             | 2008       | CARGO TRAILER        | 46305D  | 4RACS12288N061118 |
| Oct-87 | Trailer Cargo 5k#-20k# | INTERSTATE          | EQUIPMENT TRAILER             | 2008       | CARGO TRAILER        | 46306D  | 4RACS122X8N061119 |
| 10-104 | Trailer Flat <5k#      | BULLDOG TRAILER MFG | FLATBED TRAILER               | 2014       | 508S                 | 55823D  | 4RJFS0816E1104699 |
| 10-103 | Trailer Flat 5k#-20k#  | BULLDOG TRAILER MFG | FLATBED TRAILER               | 2014       | 716S                 | 55822D  | 4RJFS1627E1104700 |
| 2129   | Truck 150              | FORD                | 1/2 TON HYBRID ELECTRIC TRUCK | 2018       | F150XL PLUGIN HYBRID | 66503D  | 1FTEX1EB9JKD73643 |
| 2132   | Truck 150              | FORD                | 1/2 TON HYBRID ELECTRIC TRUCK | 2018       | F150XL PLUGIN HYBRID | 66502D  | 1FTEX1EB0JKD73644 |
| 2137   | Truck 150              | FORD                | 1/2 TON TRUCK                 | 2022       | F150 LIGHTNING       | 77424D  | 1FTVW1EL1PWG25088 |
| 2076   | Truck 250              | FORD                | 3/4 TON PICKUP EXT CAB 4X4    | 2008       | F-250                | 46335D  | 1FDSX21R28EE49381 |
| 3100   | Truck 350              | FORD                | 1 TON SERVICE TRUCK           | 2023       | F350 CREW CAB        | 77414D  | 1FT8W3BA3PEE10507 |
| 2149   | Truck Compact          | FORD                | COMPACT TRUCK                 | 2024       | MAVERICK             | 77431D  | 3FTTW8J9XRRA20146 |
| 2154   | Truck Compact          | FORD                | COMPACT TRUCK                 | 2025       | MAVERICK CREW CAB    | 824423D | 3FTTW8B35SRB25063 |
| 4035   | Van ADA                | FORD                | CARGO VAN                     | 2020       | TRANSIT SVI          | 66583D  | 1FTYE2CG0LKB74586 |
| 4036   | Van ADA                | FORD                | CARGO VAN                     | 2020       | TRANSIT SVI          | 66582D  | 1FTYE2CG2LKB74587 |
| 4042   | Van Cargo Max          | FORD                | CARGO VAN                     | 2023       | E-TRANSIT            | 77427D  | 1FTBW1YK5PKB33774 |
| 4041   | Van Passenger          | FORD                | PASSENGER VAN                 | 2023       | TRANSIT              | 77085D  | 1FBAX2Y89PKB71192 |

## Apparatus – Whatcom County Fire District 8

|         | Vehicle Type      | Manufacturer Name | Vehicle Description | Model Year | Model Number    | License | VIN               |
|---------|-------------------|-------------------|---------------------|------------|-----------------|---------|-------------------|
| D8-8003 | Sedan Compact     | CHEVROLET         | DISPATCH CAR        | 2011       | IMPALA          | 96604C  | 2G1WD5EM1B1150870 |
| D8-8004 | Truck 150         | FORD              | TRAINING            | 2022       | F150            | D4733C  | 1FTFW1P8XNKE89948 |
| D8-8005 | Truck             | FORD              | LIFE SAFETY TRUCK   | 2024       | MAVERICK        | D4762C  | 3FTTW8J94RRA20319 |
| D8-8505 | Fire Truck Pumper | PIERCE            | PUMPER TRUCK        | 2009       | PUMPER TRUCK    | D2643C  | 4P1CJ01A69A009284 |
| D8-8106 | Ambulance         | FORD              | AMBULANCE           | 2015       | E450 SUPER DUTY | B1588C  | 1FDXE4FS1FDA26829 |
| D8-8108 | Ambulance         | FORD              | AMBULANCE           | 2023       | E450            | D9875C  | 1FDXE4FNXPDD39115 |
| D8-8502 | Fire Truck Pumper | PIERCE            | PUMPER TRUCK        | 2005       | CONTENDER       | 50185C  | 4P1CC01A45A004931 |
| D8-8504 | Fire Truck Pumper | PIERCE            | PUMPER TRUCK        | 2016       | ENFORCER JK294  | B5002C  | 4P1BAAGF5GA01549  |
| D8-8902 | Trailer           | ALCON             | LIFE SAFETY TRAILER | 2023       | CARGO TRAILER   | D4741C  | 5WFBE1219RB044689 |
| D8-8903 | Trailer           | EAGLE             | PUMP PROP TRAILER   | 2021       | CARGO TRAILER   | D8854C  | 184Bu1019NC036866 |

## Appendix E: BFRA Fire Benefit Charge

The Fire Benefit Charge (FBC) funding method is a voter-approved, two-part funding system authorized by State Law in 1987 that balances general purpose taxes with a user fee charged. Under this system, the Fire Department is funded by:

- a) A property tax of up to \$1.00 per \$1,000 assessed values of property to support day to day operations and capital needs of the fire department and;
- b) A Fire Benefit Charge (FBC) of up to 60% of the operating budget and can be used only for day to day operational expenses such as salaries, equipment, fuel and utilities.

### A. Fire Benefit Charge – (FBC) Formula

FBC is only imposed on improvements to real property and personal property, and must be reasonably apportioned based on the services afforded to these properties. The primary factor of the formula is based upon the amount of “required fire flow” or water needed to extinguish a fire, the number of firefighters and equipment needed to effectively deliver the required fire flow and their associated cost for fighting a fire in the type and size of structure being assessed. As structure size or fire loading within a structure increases, the need for required fire flow, firefighters, and equipment also increases. The following formula is adopted for calculating the FBC for Bellingham Regional Fire Authority. The formula is based on the Insurance Services Office (ISO) required fire flow, fire risk, and firefighting effort factors.

$$\text{FBC} = \sqrt{\text{AREA}} * 18 * \text{Category Factor (CF)} * \text{Risk Factor} * \text{Fire Flow Factor/Cost per Gallon (CPG)} * \text{Balancing Factor} * \text{Sprinkler Multiplier}$$

**A matrix showing initial values of these factors is attached herein as Exhibit 1. The initial values, factors, discounts and exemptions are subject to change as necessary to comply with the statutory requirements of RCW 52.26.180.**

### B. Definitions:

1.  **$\sqrt{\text{AREA}}$ :** The square root of the total gross square feet of the buildings/structures located upon the property. FBC will not be applied to parcels with a total improvement square footage less than 400 sq. ft.
2. **18:** A constant established by the Insurance Services Organization (ISO) to calculate the water or fire flow needed to extinguish a fire for a specific structure based on its size.
3. **Category Factor:** Multiplier based on property use and size. This information is obtained from the Whatcom County Assessor database for each building subject to the FBC.

### 3.1 Category Use Factor Building Use Factors:

- a) Residential Use: ICC R3 building units to include but not limited to Single dwelling units (1 unit per lot), plus ADUs; Duplexes; and townhomes not classified as a multi-unit structure.
- b) Manufactured/Mobile Homes: Each mobile home unit whether it is located on a single land parcel or in a mobile home park.
- c) Multi-unit: Including condominium when ownership information is available in the Whatcom County Assessor's database; and all other attached residential building structures.
- d) Commercial Buildings: All other uses including storage facilities, warehouses, offices and commercial businesses.

- 4. **Risk Factor:** The risk factor represents the degree of risk caused by the use and size of a structure. The risk factor reflects the need for larger and/or more specialized effective response forces.
- 5. **Fire Flow/Cost per Gallon:** The relative cost of providing the required fire flow per gallon during a fire incident.
- 6. **Balancing Factor:** The balancing factor is used as an adjustable multiplier to finely tune the FBC calculation across all properties to reach the desired target FCBC amount.
- 7. **Sprinkler Multiplier:** The Sprinkler multiplier is a discount applied to commercial and multi-unit buildings with full-coverage sprinkler system as defined by NFPA 13, 13R and 13D.
- 8. **Exemptions to the Fire Benefit Charge RCW 52.18.010:**

- a. **Religious Use:** Personal property or improvements to real property owned or used by recognized religious denominations or religious organization, including sanctuary, schools, and educational facilities. RCW 52.26.180(1)

- b. **Any of the following tax-exempt properties:**

- i. Property of housing authorities that is exempt from property taxes under RCW 35.82.210

- ii. Property of nonprofit entities providing rental housing for very low-income households or providing space for the placement of a mobile home for a very low-income household that is exempt from property taxes under RCW 84.36.560
  - iii. Property of nonprofit homes for the aging that is exempt from property taxes under RCW 84.36.041
  - iv. Property of nonprofit organizations, corporations, or associations providing housing for eligible persons with developmental disabilities that is exempt from property taxes under RCW 84.36.042
  - v. Property of nonprofit organizations providing emergency or transitional housing for low-income homeless persons or victims of domestic violence who are homeless for personal safety reasons that is exempt from property taxes under RCW 84.36.043
  - vi. Property of the state housing finance commission that is exempt from property taxes under RCW 84.36.135
  - vii. Property of nonprofit corporations operating sheltered workshops for persons with disabilities that is exempt from property taxes under RCW 84.36.350
- c. **Property not Assessed:** Personal property not assessed and subject to ad valorem taxation under RCW title 84.
  - d. **Public Schools:** Public schools who pay a per student stipend are exempt from the Fire Benefit Charge.
  - e. **Entities with Contract for Service:** Entities who contract for service with the RFA are exempt from the Fire Benefit Charge.

### C. Implementation Process:

The initial implementation of FBC requires 60% voter approval for a period of up to six years. Every six years, voters have the opportunity to reauthorize with 50% voter approval, the Fire Benefit Charge.

The state law requires annual public hearings prior to the next year's rates being adopted. Hearings are held prior to November 15 each year, by the Bellingham Regional Fire Authority Governance Board to establish the FBC. After the FBC has been established, property owners subject to the charge will be notified of the amount of the charge.

The Governing Board will form a Review Board for at least a two-week period to review written complaints from property owners. The final Benefit Charge will be added to the property tax bill.

## Exhibit 1: FBC Formula Reference

### FBC formula reference

$$FBC = \sqrt{\text{total\_sqft}} \times 18 \times \text{category\_factor} \times \text{risk\_factor} \times \text{cost\_per\_gallon} \times \text{balancing\_factor} \times \text{sprinkler\_multiplier}$$

| Term                 | Description                                                                                                                                                                    |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| total_sqft           | Sum of eligible improvement square footage for the property                                                                                                                    |
| 18                   | A constant established by the Insurance Services Organization (ISO) to calculate the water or fire flow needed to extinguish a fire for a specific structure based on its size |
| category_factor      | Multiplier based on property use category (residential, commercial tier, etc.)                                                                                                 |
| risk_factor          | Per-land-use-code modifier reflecting relative risk (default 1.0)                                                                                                              |
| sprinkler_multiplier | Multiplier applied to properties with sprinkler systems (e.g. 0.9 = a 10% reduction)                                                                                           |
| cost_per_gallon      | Cost of water per gallon for fire suppression                                                                                                                                  |
| balancing_factor     | System-wide adjustment factor to calibrate total revenue                                                                                                                       |

### Core factors

#### Category factors

|             |      |
|-------------|------|
| Residential | 0.5  |
| Mobile Home | 0.15 |
| Multi Unit  | 0.9  |

#### RFA-wide factors

|                      |             |
|----------------------|-------------|
| Sprinkler Multiplier | 0.9         |
| Cost Per Gallon      | 61          |
| Balancing Factor     | 0.014004869 |

Category factors set category\_factor (commercial: see Commercial tiers).  
RFA-wide factors go straight into the formula.

### Commercial tiers

| Tier          | Factor | Max Sq Ft |
|---------------|--------|-----------|
| Commercial 1  | 0.5    | 2,000     |
| Commercial 2  | 1      | 3,000     |
| Commercial 3  | 1.5    | 5,000     |
| Commercial 4  | 3      | 10,000    |
| Commercial 5  | 4      | 25,000    |
| Commercial 6  | 5      | 50,000    |
| Commercial 7  | 6      | 70,000    |
| Commercial 8  | 7      | 100,000   |
| Commercial 9  | 8      | 200,000   |
| Commercial 10 | 10     | No Max    |