

**FIRE SERVICE CONTRACT BETWEEN
CITY OF ARLINGTON AND SNOHOMISH COUNTY
FIRE DISTRICT 21**

The parties to this contract are the CITY OF ARLINGTON, WASHINGTON, a municipal corporation of the State of Washington (hereinafter "the CITY"), and FIRE PROTECTION DISTRICT NO. 21 of Snohomish County, a municipal corporation of the State of Washington (hereinafter "the DISTRICT").

RECITAL

WHEREAS, the City has for several years furnished firefighting, prevention, and protection services to all or part of the District, and;

WHEREAS, the City will furnish fire fighting prevention and protection for a portion located within the District for a certain compensation; and

WHEREAS, the District will provide certain apparatus and equipment for the City's use in providing service to the District and it is hereby agreed that the City may use the apparatus and equipment to provide services within the City, and;

WHEREAS, it is the desire of the parties that the City furnish firefighting, prevention, and protection service to the entire District, except that portion lying North of the Stillaguamish River other than that small area hereinafter mentioned, commencing January 1, 2009, for a period of five years, unless terminated sooner, and the District will furnish fire equipment for the use of the City, and will compensate the City for services provided;

NOW, THEREFORE, in consideration of the promises and mutual promises herein contained;

IT IS AGREED AS FOLLOWS:

1. Parties. The parties to this agreement are the District and the City.
2. Term. This contract shall commence on January 1, 2009 and extend until midnight December 31, 2013, unless cancelled by mutual agreement of the parties or by written notice by one party to the other, giving one hundred eighty (180) days notice of such cancellation. In the event of termination at some time other than December 31, payment by the District to the City shall be prorated to the effective date of termination.
3. Duty of City to provide firefighting services. The City shall respond to all fire calls and fight all fires within that portion of the district that lies south of the Stillaguamish River and also north of the Stillaguamish River which lies west of State Highway 9, except on State Fire Patrol lands, with such personnel of its Fire Department and equipment as is available at all times during the term of the contract; provided that the City reserves the right to leave at least one fire truck owned by the City and sufficient personnel to operate the same within the City at all times for the purpose of responding to any and all fires therein.

4. Duty of District re: payment for services: The District shall pay to the City for firefighting services to be provided under this agreement in the following sums:
- a. For calendar year 2009 \$44,334
 - b. For calendar year 2010 \$46,551
 - c. For calendar year 2011 \$48,879
 - d. For calendar year 2012 \$51,323
 - e. For calendar year 2013 \$53,892

Payment for each year shall be made as follows: one-half of said sum by July 1st of each year, and one-half of said sum by December 31st of each year. The District agrees to levy a sufficient dollar rate for general taxes during the term of this contract as provided in RCW 52.16.130 and in RCW 52.16.140, as now in existence or hereafter provided in order to assure that District funds are available to meet the terms and conditions of this agreement.

5. Duties and rights of parties regarding equipment.
- a. The District shall provide the City with at least a water tender and a class A pumper for provision of fire protection service in the designated area. The Fire Chief of the City and the Fire Chief of the District shall mutually agree upon the specifications of these vehicles and any other equipment necessary to suppress or prevent fires.
 - b. The City may use the District's equipment in fighting any fire within the City which in the discretion of the City Fire Department may be necessary, and may use the same in training and drills; provided, that should a fire call from the District be received while such equipment is otherwise engaged in the City, such equipment, or an adequate substitute, shall be dispatched to the District Fire.
 - c. District equipment shall only be used outside the City or the District for Mutual Aid responses or training purposes.
 - d. The City shall pay all gas, oil, and maintenance other than repairs of the District's equipment used by the City. The District shall directly pay for all repairs, acquisitions or replacement of its fire equipment.
 - e. The City shall bear all costs of damage to any City facility or other City vehicle if damaged by a District vehicle when the District vehicle is driven by or under the control of a City employee.
 - f. The City shall exercise reasonable care in the use, maintenance, and upkeep of the District's equipment in the City's possession. The City shall have no liability to the District for the loss or damage to the District's equipment other than through loss or damage suffered by reason of the City's lack of exercise of reasonable care. The City shall have no responsibility to maintain insurance coverage on the District's equipment.

- g. In the event the City Fire Department, through its officers, shall determine that a major repair, replacement, or acquisition of equipment, excluding an entire vehicle, is reasonably necessary to render the District's equipment safe or effective, the District shall be so notified, in writing, delivered or mailed to its Secretary. If the District fails to provide or authorize such repair, replacement, or acquisition within a reasonable time, the City, at its election, may refuse to operate the District's equipment until such time as the defect is remedied.

- 6. Liability Insurance
 - a. The District shall maintain and keep in effect at all times public liability insurance for the protection of the public within the limits of liability not less than one million dollars (1,000,000) and an aggregate of two million dollars (\$2,000,000) each person, bodily and personal injury and property damage combined. Such insurance shall not be reduced or cancelled without thirty (30) days written notice from each party to the other. Reduction or cancellation of the insurance may result in the termination of this agreement unless otherwise agreed in writing.

- 7. Liability and Indemnification.
 - a. Each party shall protect, save harmless, indemnify and defend, at its own expense, the other parties, its elected and appointed officials, officers, employees, volunteers and agents from any loss or claim from damages of any nature whatsoever arising out of the negligent or tortious actions or inactions of its own employees, agents or volunteers. Such liability shall be apportioned among the parties or defendants in accordance with the laws of the State of Washington.

 - b. Nothing in this agreement shall be interpreted to waive any defense arising out of RCW Title 51, nor shall anything herein be interpreted as limiting the ability of either participant to exercise any right, remedy or defense with respect to third parties or the person(s) whose action or inaction cause or gave rise to any loss, claim or liability, including but not limited to the assertion that said person was acting beyond the scope of his or her employment.

- 8. Right of command. The duly appointed and acting officers of the City's Fire Department shall have the sole and exclusive right of command at any fire drill and in the fighting of any fire in that portion of the District within this contract, with or without District equipment.

- 9. Administration/Management Rights. No new or separate legal or administrative entity is created to administer the provisions of this agreement. This agreement shall be administered by the City and the District according to their respective responsibilities under this agreement.

- 10. Agreement to have no effect on City Department. The City, through its officers and agents, shall retain sole and exclusive control with respect to the personnel, operations, policies and organization of its Fire Department and this agreement shall not change the City's right and responsibilities regarding the same.

11. Duty to maintain records. Each party shall maintain such records as it deems advisable or necessary in the performance of this agreement. The City shall maintain written records regarding each fire within the District to which the City responds. During the term of this agreement, each party shall make available to the other, during normal business hours, all records relating to each party's performance under the terms of this agreement.
12. Entire Agreement/Amendment. This Interlocal Agreement represents the entire agreement between the parties hereto. No other modification of the terms of this agreement shall be effective unless in writing and signed by an authorized representative of each party hereto.

Dated this 29th day of July, 2008

CITY OF ARLINGTON

BY: Margaret Larson
Margaret Larson, Mayor


ATTEST:

Kathy Peterson
Kathy Peterson, City Clerk

FIRE PROTECTION DISTRICT NO. 21
SNOHOMISH COUNTY, WASHINGTON

FIRE SERVICES INTERLOCAL
January 1, 2009-December 31, 2013

By: JACK HAKE 
Commissioner

By: JAMES M. SORAGO 
Commissioner

By: _____
Commissioner

ATTEST:

Wendy A. Butcher
Secretary