

**AGREEMENT FOR FIRE PROTECTION SERVICES
BETWEEN
WHATCOM COUNTY FIRE DISTRICT NO. 7
AND
THE CITY OF FERNDALE**

THIS INTERLOCAL AGREEMENT, made by and between WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7, a municipal corporation, hereinafter called the "District", and the CITY OF FERNDALE, a Washington municipal corporation, hereinafter called the "City".

WITNESSETH

WHEREAS, the City is desirous of securing fire protection, and emergency medical services from the District, and the District is desirous of providing said services to the City, and

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

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

1) Fire Protection Services: During the term of this agreement, and any extension thereof as may be agreed upon between the parties, the District agrees to furnish fire protection, fire extinguishment, hazardous material response, and medical aid services to the City and the inhabitants thereof on a comparable basis as to District inhabitants, and to provide apparatus, facilities, machinery and equipment, and personnel for the extinguishment of fires and protection of life and property, including emergency medical aid and services as may be provided by the District. The District shall also issue and enforce burn permits and bans following established city ordinances and state guidelines. Specialized equipment needed exclusively for the District or the City shall be provided through negotiation.

2) Consideration for Fire Protection Services: The City shall pay the District, as consideration for fire protection services, an amount equal to the prevailing dollar rate assessed by the District multiplied by the Whatcom County Assessor's assessed valuation of taxable property in the City of Ferndale. The District also may exercise such power as may be granted by Section 52.30.020 or other provisions of the Revised Code of Washington to contract directly with State agencies or institutions or municipal corporations, other than the City of Ferndale, which own nontaxable property within the District's area of service under this Agreement.

The City and District shall compute the 2000 contract payment by multiplying the levy rate assessed by the District for 2000 taxes by the assessed value of the taxable property in the City, as described above and as determined by the County Assessor, for the purpose of 2000 tax collections within the City's incorporated limits. For each calendar year thereafter, during the term of this agreement, the current year's levy rate assessed by the District multiplied by the current year's assessed valuation of the taxable property in the City shall be computed to determine each year's contract payment. The levy rate to be applied to the City valuation for the purpose of determining the amount due per this contract shall be subject to the 106% statutory limit, plus new construction, annexations, and utilities. Annexations shall be charged to the City beginning with that year in which the City is eligible to receive property taxes for the annexed property.

In the event that the District lifts its levy lid, the City or the District may request a re-negotiation of the current contract.

Each year, within ten (10) days after receipt of notice of assessed valuation of the City and the District from the Whatcom County Assessor's Office, the District shall submit in writing to the City a statement reflecting the District levy rates as prepared by the Whatcom County Assessor's Office for the then-ensuing year.

Subject to paragraph 3 herein, the annual amount determined to be paid by the City to the District shall be paid in two (2) payments with the first half payment due and payable by the City on or before May 31 and the second half payment due and payable on or before November 30 of each year during the term of this agreement; and any late payment shall bear interest at the rate of ten percent (10%) per annum.

3) Arbitration: Any disagreement between the City and the District arising from this agreement, which disagreement cannot be resolved between the parties, shall be settled by arbitration. The board of arbitration shall consist of three (3) persons: one to be appointed by the District; one to be appointed by the City; and the third to be appointed by the two selected. In the event the two persons so selected do not appoint the third person within fifteen (15) days after their appointment, then the presiding judge of the Superior Court of Whatcom County shall have jurisdiction to appoint the third person to the board, upon application of either or both of the two earlier selected. The arbiters' expenses and fees, together with other expenses, not including counsel fees, incurred in the conduct of the arbitration, shall be divided equally between the parties. Arbitration shall be conducted in accordance with arbitration laws of the State of Washington and shall be binding upon both parties.

4) Effective Date and Term: The effective date of this Agreement shall be January 1, 2000, and shall continue in effect for a term of five (5) years, terminating on December 31, 2004; provided, this Agreement may be extended for an additional five (5) year period upon mutual agreement of the parties, or for an additional two (2) year period as provided herein. The parties shall review any changes or modifications in this agreement for the extended five (5) year period on or after January 1, 2004, and mutually agree upon said changes or modifications, if any, by June 30, 2004. If the parties are unable to mutually agree upon any such changes or modifications as may be requested by either party by June 30, 2004, then any such items, terms or provisions that are not agreed upon shall be subject to arbitration as provided in paragraph 3 herein. If any of the terms or provisions of the extended agreement are submitted to and arrived at by the arbitration provisions contained herein, the extended agreement are submitted to and arrived at by the arbitration provisions contained herein, the extended agreement shall be limited to a two (2) year period and upon expiration of said two (2) year period the extended agreement shall automatically terminate unless a longer period is otherwise mutually agreed to between the parties. It is the intention of the parties to limit any extended period arrived at by arbitration to not more than two (2) years whereas any agreement reached by mutual consent of the parties may be extended for a five (5) year period.

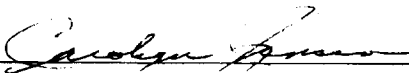
5) Hold Harmless: The Fire District shall be fully responsible for all actions or omissions of the Fire District in the performance of the obligations of the Fire District in accordance with the terms and conditions of the Agreement: namely, the performance of services set forth in paragraph one herein; and the Fire District agrees to hold harmless the City of Ferndale from any liability or claims to the extent the liability or claims arise from the performance or non-performance of the services as provided herein. This agreement shall not be construed to benefit any third party or otherwise limit the application or protection of the "Public Duty Doctrine" to the Fire District or City of Ferndale.


6) Fire Chief: It is understood and agreed that the fire chief is the agent and employee of the Fire District. Whenever the fire chief may meet or work with the City in the coordination and administration of fire protection services in accordance with this Agreement, the same shall not be construed nor shall the fire chief be considered to be acting as an agent of the City or in the capacity of fire marshall for the City.

It is acknowledged and understood by the parties that the District has assumed no duty to provide building inspection services that might be required under the Uniform Fire Code or any ordinances of the City. It is further acknowledged that the parties recognize that the District, by statute, has no authority or duty to enforce any provisions of such code or to enforce any ordinances of the City of Ferndale.

DATED this 10th day of November, 1999

CITY OF FERNDALE

By 
City Mayor

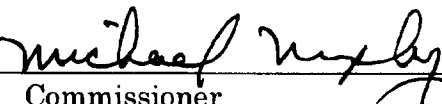
By 
City Administrator

ATTEST:

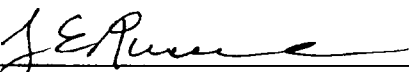

City Clerk

WHATCOM COUNTY FIRE DISTRICT NO. 7

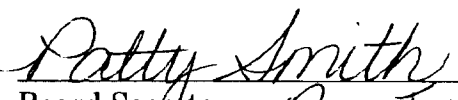
By 
Commissioner

By 
Commissioner

By 
Commissioner

By 
Fire Chief

ATTEST:


Board Secretary *Pro Tem*

APPROVED AS TO FORM:


Langabeer, Tull & ~~Guiller~~ Lee, P.S.

Attorneys for City of Ferndale
and for Whatcom County Fire District No. 7