

**GRANT COUNTY FIRE PROTECTION DISTRICT NO. 14 AND  
CITY OF ELECTRIC CITY AID AGREEMENT**

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of March, 2013, by and between the City of Electric City ("City"), a Washington municipal corporation, and Grant County Fire Protection District No. 14 ("Fire District"), a Washington fire protection district.

Recitals:

1. The Grant County Fire Protection District No. 14 is desirous of contracting with the City of Electric City, a municipal corporation, for fire protection services; and
2. The City of Electric City, a municipality, has the closest fire protection equipment located near said District;
3. Pursuant to RCW 35.84.040 and .050 the governing body of the City of Electric City has determined that each piece of fire apparatus owned, operated, or maintained by that party may be used outside the municipal boundaries and the city's personnel may carry out its duties outside the jurisdictional boundaries in order to effectuate the terms of the Agreement.

NOW, THEREFORE, the parties contract and agree as follows:

1. Statutory Authority. This agreement is entered into pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34.
2. Provision of Fire Protection Services. The City shall furnish supporting fire protection services to the Fire District. In furnishing said fire protection services, the City shall have the sole discretion as to the staffing and equipment that will respond to each request for assistance, and shall be the sole judge as to the most expeditious, efficient, and effective manner of handling and responding to requests for assistance or the rendering thereof. The City shall not respond if such assistance jeopardizes or reduces the level of protection necessary to carry out the entity's fire and emergency medical protection responsibilities. The City shall not be required to make equipment or personnel available to the Fire District where doing so would create an unreasonable danger to the lives or property located within the municipal boundaries of the City. In the event the needed equipment and personnel are not available, the City shall immediately advise the Fire Department.
3. Payment for Fire Protection Services. In consideration of the foregoing fire protection services, the Grant County Fire Protection District No. 14 shall pay to the City of Electric City



Four Thousand Two Hundred Dollars (\$4,200) for the initial annual term of this Agreement. Thereafter, the City and District shall establish the annual payment by resolutions of the respective legislative bodies prior to the commencement of the subsequent annual term.

4. Annual Meeting. There shall be an annual meeting between the Fire District and the City during the month of September to discuss fire protection services within the Fire District and the payment terms for the same.

5. Indemnification. Each party hereto agrees to be responsible and assume liability in the performance of this Agreement for its own wrongful and/or negligent acts or omissions, and those of its officers, agents, or employees to the fullest extent allowed by law.

6. Insurance. The City shall name the Fire District as an additional insured for general liability coverage while using equipment or operating under this Agreement.

7. Term. This Agreement shall take effect on the date of execution and shall remain in effect until March 31, 2014. If this Agreement is not otherwise terminated by mutual agreement of the parties, sixty (60) days written notice by either party, or for any other reason provided herein, by law or in equity, then this Agreement shall automatically renew annually.

8. Notices. Any notices or other contacts required under the terms of this Agreement must be direct to the following:

**To the City:**

City of Electric City  
PO Box 130  
Electric City, WA 99123

**To the Fire District:**

Fire District #14  
PO Box 282  
Electric City, WA 99123

9. Filing. A copy of this Agreement shall be filed with the County Auditor pursuant to RCW 39.34.040.

10. Administration of Contract. The administration of the provisions of this Agreement shall be undertaken by the City and District, as provided herein.

11. Whole Agreement. This writing constitutes the entire agreement between the parties, and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect. No amendment or modification of this agreement shall be effective unless in writing and executed by the parties.

12. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the



provision hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

13. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

14. Concurrent Originals. This Agreement may be signed in counterpart originals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF ELECTRIC CITY

GRANT COUNTY FIRE DISTRICT #14

By: Gerald H. Sands

Gerald H. Sands, Mayor

As authorized by a majority of the Electric City Council in an open public meeting on March 12<sup>th</sup>, 2013.

By: Joey V R  
Commissioner

By: Margie Sanders  
Commissioner

By: Randy M. ...  
Commissioner

