

**INTERLOCAL AGREEMENT BETWEEN
NORTH COUNTY REGIONAL FIRE AUTHORITY AND THE CITY OF ARLINGTON
REGARDING RFA ANNEXATION EXPENSES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **NORTH COUNTY REGIONAL FIRE AUTHORITY**, a Washington municipal corporation ("NCRFA", or the "Authority") and the **CITY OF ARLINGTON**, a Washington city (the "City") on this 1st day of October, 2020.

WHEREAS, the City has requested to annex into NCRFA;

WHEREAS, the parties are incurring, and will continue, to incur certain expenses associated with the annexation which are mutually beneficial to the parties ("Annexation Expenses"); and

WHEREAS, the parties desire to equally share the Annexation Expenses.

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

1. **Term.** This Agreement shall take effect upon execution by both parties and the recordation of this Agreement with the County Auditor or posting of the Agreement on either party's website, whichever is later (the "Effective Date"). This Agreement, however, shall apply retroactively to Annexation Expenses already incurred by either party. This Agreement shall remain in full force and effect until all obligations of the parties herein have been discharged, unless terminated earlier by mutual agreement of the parties.
2. **Annexation Expenses.** The Annexation Expenses shall include those set forth below and any additional category of expenses which the Fire Chiefs of the parties agree are of mutual benefit to the parties' efforts to have the City annex into NCRFA. The following expenses are Annexation Expenses currently known to the parties:

Expense	Party Initially Incurring Such Expense	Commencement Date for Sharing of Expense
Chmelik Sitkin & Davis, P.S.	NCRFA	
Liz Loomis	City	
Karen Reed Consulting	City	
Excise and/or Use Taxes on Transfer of Personal Property	NCRFA	
Election Costs Owed to Snohomish County	City	

2.1 The Fire Chiefs of the parties are authorized to designate additional expenses as Annexation Expenses if they are reasonably necessary to the annexation process and are mutually beneficial to the parties. The Fire Chiefs may do so by executing an Addendum to this Agreement in the form attached hereto as **Exhibit A**.

3. **Reconciliation.** The Parties shall provide each other with monthly reports by the 5th day of each month identifying the Annexation Expenses incurred by such Party to date. Within thirty (30) days after the election on the annexation measure, the parties shall provide a final report to each other. The party that has paid the greater share of Annexation Expenses shall issue an invoice to the other party, and such invoice shall be paid within thirty (30) days of receipt.

3.1 Upon transfer of the personal property from the City to the RFA, the party paying applicable taxes upon the transfer shall issue an invoice to the other party for one-half of such taxes. Such invoice shall be paid within thirty (30) days of receipt.

4. **Miscellaneous.**

4.1 Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

4.2 Survival. All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.

4.3 Entire Agreement. This Agreement contains all of the understandings between the parties regarding the subject matter of this Agreement. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the respective commissions of the County and the Authority.

4.4 Amendments. This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authority of each party.

**NORTH COUNTY REGIONAL
FIRE AUTHORITY**

By: 
Fire Chief

CITY OF ARLINGTON

By: 
Mayor

Attest: 
City Clerk

Approved as to Form:

Authority Attorney

Approved as to Form:


City Attorney

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Fire Chief

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Attest: 
City Clerk

Approved as to Form:

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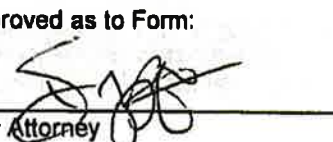
Approved as to Form:

City Attorney

EXHIBIT A

Addendum to Interlocal Agreement

This is an addendum to the Interlocal Agreement dated November 2, 2020, between North County Regional Fire Authority and the City of Arlington (the "Agreement").

WHEREAS, the parties have identified additional expenses which should be classified as Annexation Expenses under the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to include these expenses.

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

- 1. Additional Annexation Expenses.** The following expenses are designated Annexation Expenses pursuant to the Agreement:

Expense	Party Initially Incurring Such Expense	Commencement Date for Sharing of Expense

- 2. All Other Terms and Conditions.** All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**NORTH COUNTY REGIONAL
FIRE AUTHORITY**

CITY OF ARLINGTON

By: 
Fire Chief

By: 
Fire Chief