**SAMPLE Agreement to Cover Time Period between Election and RFAs Ability to Collect Revenues**

INTERLOCAL COOPERATION AGREEMENT FOR FINANCING OF REGIONAL FIRE PROTECTION SERVICE AUTHORITY DURING 2008

THIS AGREEMENT is made by and between the *[City Name]* (hereinafter “City”) and *[Fire Agency Name]* (hereinafter “District”), both of which are municipal corporations in the State of Washington, pursuant to RCW 39.34.030, a part of the Interlocal Cooperation Act, for the purpose of providing secure financing for the Regional Fire Protection Authority (hereinafter “RFPSA”), which will serve both jurisdictions’ service areas.

WHEREAS, for a period of time the City and the District have operated as one consolidated fire department pursuant to Chapter 39.34 of the Revised Code of Washington; and

WHEREAS, the consolidation of the two fire departments has been successful; and

WHEREAS, therefore the governing bodies of both municipal corporations have deemed it to be in the best interest of both jurisdictions to form an RFPSA, effective January 1, 2008, under the authority of Chapter 52.26 of the Revised Code of Washington, and the parties placed such a ballot proposition before the appropriate voters in the November 2007 general election which was approved; and

WHEREAS, the voter approved proposition included a Regional Fire Protection Service Authority Plan that contemplated financing the RFPSA in 2008 through, in part, a regular property tax levy approved by the governing body of the RFPSA, to be collected in 2008; and

WHEREAS, these parties have now learned that such an RFPSA would be unable to levy such a tax to be collected in 2008, due to the provisions of RCW 84.09.030, which would have required such an RFPSA to be formed no later than October 1, 2007, in order to levy such a 2007 regular property tax, to be collected in 2008; and

WHEREAS, these parties desire to provide secure property tax funding for the RFPSA to provide service commencing on January 1, 2008.

NOW THEREFORE, IT IS NOW HEREBY AGREED AS FOLLOWS:

Section 1. Regional Fire Protection Service Authority Plan. The parties are committed to implementation of the Regional Fire Protection Service Authority Plan and to formation of the RFPSA as proposed which shall commence service effective January 1, 2008.

Section 2. Interim Financing. In as much as the RFPSA will require secure property tax funding commencing on January 1, 2008, the parties recognize that it is imperative to provide the RFPSA with interim financing until such time as the RFPSA begins to receive property tax revenue in 2009, resulting from a levy imposed by the governing body of the RFPSA. The primary purpose of this agreement is to provide that interim financing.

Section 3. 2007 District Taxes. The parties agree that all District property taxes levied in 2007, that are collected in 2008, or thereafter, shall be paid to the RFPSA, or to its benefit, as soon after collection as feasible, but no later than July 10, 2008 for collections received through June 30, 2008

and no later than January 10, 2009 for collections received through December 31, 2008. All other property tax revenues or receipts of the District, including delinquent taxes, shall be and remain the property of the District. All District property tax collections during 2008 shall be transferred to the RFPSA in recognition that the District has budget authority for 2007 taxes collected during 2008 and the District taxing authority for tax levies will be with the RFPSA for 2008 for said taxes collected in 2009. All other property tax revenues or receipts of the District, including delinquent taxes, shall be and remain the property of the District.

Section 4. 2007 City Taxes. The parties agree that all City property taxes levied in 2007, pursuant to any emergency medical services (EMS) levy imposed pursuant to RCW 84.52.069, that are collected in 2008, or thereafter, shall be paid to the RFPSA, or to its benefit, within 5 working days after receipt from [County Name]. Additionally, the City agrees that, with respect to the regular property taxes levied in 2007 by the City which is hereby defined to mean, and limited to $1.50 per thousand of assessed valuation of property within the *[City Name],* that are collected in 2008, or thereafter, shall be paid to the RFPSA, or to its benefit, within 5 working days after receipt from *[County Name].* All other property tax revenues or receipts of the City, including delinquent taxes, shall be and remain the property of the City. All City fire property tax collections during 2008 shall be transferred to the RFPSA in recognition that the City has budget authority for 2007 taxes collected during 2008 and the City taxing authority for tax levies will be with the RFPSA for 2008 for said taxes collected in 2009.

Section 5. EMS Levy Receipts. The RFPSA agrees to comply with *[City Name]* Ordinance 2076, where 15% of the EMS Levy collected is required to be set aside for the sole purpose of the purchasing of EMS capital equipment.

Section 6. Loan. In addition, the City and the District agree that, during at least the first five months of 2008, there will be insufficient property tax revenues transferred to the RFPSA pursuant to the provisions of Sections 3 and 4 of this agreement for the RFPSA to operate the joint fire department for the citizens and residents of the City and the District. Therefore, the parties agree, if necessary, to jointly make, or arrange for, through all short-term borrowing means available to these municipal corporations, or otherwise in accordance with law, a loan to the RFPSA to provide sufficient funds to operate the RFPSA until such property tax revenue can be made available to the RFPSA in 2008.

Such loaned funds will be repaid to the respective parties by the RFPSA as agreed upon.

Section 7. Filing. A copy of this interlocal agreement shall be filed with the financial agents for both parties and with the county auditor.

Section8. Prior Agreements. All provisions of prior interlocal agreements between these parties shall remain in full force and effect, unless they conflict directly with any provision hereof.

Section 9. Notices. All notices, requests, demands, and other communications required by this agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage prepaid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

Section 10. Severability. If any provision of this agreement or its application is held invalid, then the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

Section 11. Waiver. No waiver of any provision of this agreement shall be valid unless it is in writing and signed by the person or party against whom charged.

Section 12. Applicable Law. This agreement shall be subject to and governed by the laws of the State of Washington and any applicable federal laws.

Section 13. Modification. This agreement represents the entire agreement between the parties. No change, termination, or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. This agreement shall not be modified or otherwise affected by the course of dealing between the parties.

Section 14. Third Party Beneficiary. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, express or implied, on any third persons or parties, except for the Regional Fire Protection Service Authority.

Section 15. Dispute Resolution. The parties may resolve any dispute arising from this agreement through any dispute resolution process, including but not limited to mediation and arbitration, provided that the parties may pursue any other remedies available to them, including those available at law or in equity.

[FIRE AGENCY NAME]

Chairman

Commissioner

Commissioner

ADDRESS:

ATTEST:

District Secretary

[CITY NAME]

City Manager

ADDRESS:

ATTEST:

City Clerk APPROVED AS TO FORM:

City Attorney