

## AGREEMENT REGARDING FIRE AND EMERGENCY MEDICAL PROTECTION

1. Date and Parties. This agreement, for reference purposes only, is dated the 10th day of December 2013, and is entered into between the City of Fife, a municipal corporation (hereinafter "City") and Piece County Fire Protection District No. 10, a municipal corporation (hereinafter "District").

2. Recitals.

a. This Agreement is entered into by the City under the authority of RCW 35A.11.040, and by the District under the authority of RCW 52.12.031, and pursuant to the provisions of chapter 39.34 RCW.

b. The purpose of this Agreement is to satisfy RCW 52.30.020 requiring the City to contract with the District for fire protection services necessary for the protection and safety of personnel and property to and on City property and for the City to fairly compensate the District for the estimated cost to the District of providing such services.

c. The parties have determined that an annual payment of \$30,000 with a 1% annual increase fairly compensates the District for the estimated cost to the District of providing such services. This compensation was determined by negotiation, and was not the result of any one particular formula or methodology.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

3. Term-Renewal. The term of this Agreement shall be five years, from January 1, 2014, through December 31, 2018. The Agreement shall automatically renew for four consecutive five year terms, provided that either party may terminate this Agreement effective at the end of any five year term by providing written notice of termination to the other party at least six months prior to the end of such term. The Agreement shall not be terminated prior to the end of any five year term without the express written consent of both the District and the City unless terminated as provided in section 8 below.

4. Services. The District agrees to furnish fire protection services, and such other usual and customary services as are provided within the District, to and on all City owned and leased real and personal property. Such services shall be rendered on the same basis and level of service as such protection is rendered to other areas within the District or with which the District has contracts. In the event of simultaneous events on City property and off City property, whereby facilities of the District are taxed beyond its ability to render equal protection, the officers and agents of the District shall have discretion as to which call shall be answered first. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

5. Payment by City for Services. As compensation for the rendition of services by the District as set forth in this Agreement, the City agrees to make annual payments to the District. The first annual payment, for the year 2014, shall be \$30,000. The annual payment shall increase by 1% on January 1 of each year thereafter, beginning January 1, 2015. The District shall submit an invoice for the annual payment to the City in January of each year, and the City shall submit its payment to the District within thirty (30) days of receipt of the invoice.

6. Annual Payment Renegotiation.

a. Additional Facilities/Improvements. In the event the City adds a capital facility or capital improvement that will likely cause a significant increase in the cost to the District of providing services to the City under this Agreement, the District may initiate a renegotiation of the annual payment amount by providing written notice to the City at least ninety days before the facility or improvement is placed in operation. If such notice is timely provided, the parties agree to negotiate in good faith to reach agreement on an adjusted annual payment amount. If the parties are unable to agree on an adjusted annual payment amount after good faith negotiations, then the dispute resolution provision of 6(c) shall apply. The right to initiate a renegotiation under this subsection is waived by the District if the notice is not timely provided.

b. Reduction in Facilities/Improvements. In the event the City subtracts a capital facility or capital improvement that will likely result in a significant decrease in the cost to the District of providing services to the City under this Agreement, the City may initiate a renegotiation of the annual payment amount by providing written notice to the District at least ninety days before the facility or improvement is removed from operation. If such notice is timely provided, the parties agree to negotiate in good faith to reach agreement on an adjusted annual payment amount. If the parties are unable to agree on an adjusted annual payment amount after good faith negotiations, then the dispute resolution provision of 6(c) shall apply. The right to initiate a renegotiation under this subsection is waived by the City if the notice is not timely provided.

c. Dispute Resolution. In the event the parties are unable to reach agreement on an adjusted annual payment amount through good faith negotiations under sections 6(a) or 6(b), then the annual payment amount adjustment amount shall be submitted to mediation in Pierce County, Washington before a mutually agreed single mediator. If the parties are unable to agree on a mediator, the City and the District shall submit the matter to Judicial Arbitration and Mediation Services, Inc. ("JAMS") and request that a mediator be appointed. Unless otherwise agreed by the parties, the only issue for mediation shall be the appropriate amount of adjustment, if any, to the annual payment amount as a result of such addition or subtraction of facilities/improvements. In the event the parties are unable to reach agreement on an adjusted annual payment amount through mediation, then the annual payment amount adjustment amount shall be resolved exclusively by final and binding arbitration in Pierce County, Washington before a mutually agreed single arbitrator. If the parties are unable to agree on an arbitrator, the City and the District shall submit the matter to JAMS and request that an arbitrator be appointed. Unless otherwise agreed by the parties, the only issue for arbitration shall be the appropriate amount of adjustment, if any, to the annual payment amount as a result of such addition or

subtraction of facilities/improvements. The parties agree to abide by all decisions and awards rendered in such arbitration proceedings.

7. Credit. The City overpaid to the District during the City's prior service agreement with the District. The District subsequently provided services to and for City-owned properties from 2009 through 2013 without monetary compensation from the City. The overpayment is hereby credited as full compensation to the District for services provided by the District to and for City-owned properties from 2009 through 2013.

8. Termination. Either party may terminate this Agreement upon six months written notice of termination to the other party in the event of a significant change in the boundaries of the terminating party due to annexation or withdrawal.

9. Liability. Each of the parties shall, at all times, be solely responsible for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only and to save and hold the other party and its personnel harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.

10. Insurance. The District agrees to carry at all times during the term of this Agreement, liability insurance coverage in the amount of \$2,000,000.00 covering the District and the City for all insurable activities of the employees of the District relating to the performance of this Agreement.

11. Attorneys Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

12. Notice. Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

City of Fife  
Attn: City Manager  
5411 23<sup>rd</sup> Street East  
Fife, WA 98424

Pierce County Fire Protection District No. 10  
Attn: Board of Commissioners  
2015 54<sup>th</sup> Ave E  
Fife, WA 98424

13. Modification. This Agreement constitutes the complete and final agreement of the parties, and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the parties on the subject matter. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by both parties.

  
Fife

  
District

14. Signature Authority

a. The Fife City Manager was authorized to execute this agreement by Resolution No. 1574 adopted by a majority of the entire City Council on the 10<sup>th</sup> day of December 2013 at a regularly scheduled Council meeting.

b. The Board of Fire Commissioner Chair was authorized to execute this agreement by Resolution No. 368 adopted by a majority of the Board of Commissioners of the District on the 10th day of December 2013 at a regularly scheduled Commissioner's meeting.

CITY OF FIFE

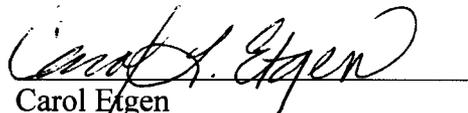
PIERCE COUNTY FIRE PROTECTION  
DISTRICT NO. 10

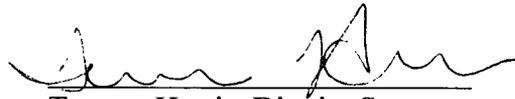
By:   
David K. Zabell  
City Manager

By:   
Dorothy Kephart, Chair  
Board of Commissioners  
Pierce County Fire Protection District #10

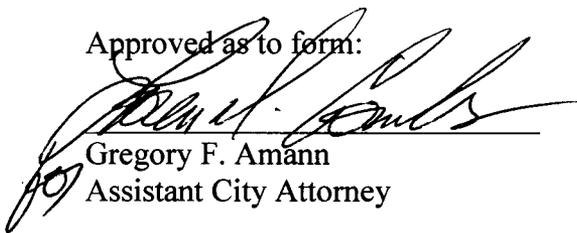
ATTEST:

ATTEST:

  
Carol Egen  
City Clerk

  
Tamara Harris, District Secretary  
Pierce County Fire Protection District #10

Approved as to form:

  
Gregory F. Amann  
Assistant City Attorney

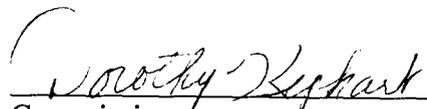
**PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 10  
Resolution 368**

**City of Fife  
Fire Protection and Emergency Services Contract**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF PIERCE COUNTY FIRE PROTECTION DISTRICT No. 10 AS FOLLOWS;

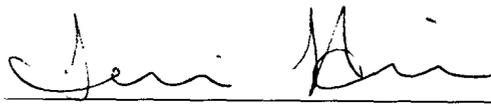
1. WHEREAS, the City of Fife and Pierce County Fire Protection District No. 10 have negotiated the terms of agreement to provide fire protection and emergency medical services, in accordance with RCW 52.30.020 regarding City-owned properties; and pursuant to the provisions of RCW 39.34;
2. WHEREAS, the Board of Fire Commissioners of Pierce County Fire Protection District No. 10 have approved the final contract;
3. NOW THEREFORE BE IT RESOLVED BY the Board of Commissioners of Pierce County Fire Protection District No. 10 that Board of Commissioner's Chair is authorized and directed to enter into a fire protection and emergency services contract with the City of Fife, as outlined in the attached contract.

ADOPTED at a regular meeting of the Board of Commissioners of Pierce County Fire Protection District No. 10 this 10th day of December 2013, the following Commissioners being present and voting.

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Attest

**SUBSTITUTE**

**RESOLUTION NO. 32639**



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WHEREAS the City of Tacoma and Pierce County Fire Protection District No. 10 are negotiating the terms of an agreement for the consolidation of fire protection and emergency medical services, and

WHEREAS a Memorandum of Understanding between Pierce County Fire Protection District No. 10 and the City of Tacoma, outlining the specific terms contemplated, is on file in the Office of the City Clerk, and

WHEREAS the City of Tacoma, through an interlocal agreement, agrees to provide fire protection and emergency medical service to Pierce County Fire Protection District No. 10, which necessitates establishing the terms, requirements, and conditions for providing the services by the City of Tacoma to the Pierce County Fire Protection District No. 10 area; Now, Therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:**

It is the intent of the City Council to approve an agreement with Pierce County Fire Protection District No. 10 which would incorporate the following terms and conditions:

1. If the City of Tacoma consolidates with Pierce County Fire Protection District No. 10, the City will operate from Fire District facilities in Fife, thereby avoiding most of the capital costs involving the construction of a new facility made necessary by the development of State Route 509.
2. The City will absorb the Fire District's existing commissioned personnel pursuant to agreements authorized by both unions and the Civil Service Board.
3. The City will purchase some vehicles of the Fire District and provide fully staffed fire, emergency medical (including advanced life support and ambulance transport) and hazardous materials response capability to the District from the station.



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4. The contemplated services will be backed up by the total resources of the Tacoma Fire Department.

5. The contractual consolidation will save the joint communities approximately \$1.5 million annually.

6. The initial term of the agreement will be 10 years.

BE IT FURTHER RESOLVED that the proper officers of the City of Tacoma are hereby authorized and directed to negotiate with the staff of Fire Protection District No. 10 to the end of achieving and presenting, for Council approval, an agreement as hereinabove described.

Adopted JUN 7 1994

*Paul E. Miller*  
Deputy Mayor

*[Signature]*  
Attest: City Clerk

res4775.doc-SMK/tw

Approved as to form and legality:

*[Signature]*  
Assistant City Attorney

DISTRIBUTION:  
 WHITE - City Clerk  
 CANARY - Legal  
 PINK - Finance  
 GOLDENROD - Departmental



# REQUEST FOR ORDINANCE OR RESOLUTION

CITY CLERK USE

Request #: 4775  
 Ordinance #: 32639  
 Resolution #: \_\_\_\_\_  
 Approved Council Date: \_\_\_\_\_

1. Request Date: May 27, 1994

Requesting Department/Division/Program	Submitted Or Sponsored By	Phone/Extension
2. Fire/Administration	Richard E. Moore	5700

3. Preparation of an Ordinance/Resolution (Indicate which) is requested for the City Council meeting of Tuesday June 7, 1994

4. Summary Title: (A brief sentence, as it will appear on the Council Agenda)  
 Approving the Memorandum of Understanding with Pierce Co. Fire District No. 10 for the consolidation of fire and emergency services and authorizing and directing the preparation of a formal consolidation contract with the District.

5. Background Information: (Why is this request necessary?) Comments:  
 City and Fire District staff have prepared the attached draft proposal for the consolidation of fire protection and emergency medical services between the City and Fire District 10.  
 The proposed consolidation allows the City to operate from Fire District facilities in Fife, thereby avoiding most of the capital costs involved in the construction of a new facility made necessary by the imminent closure of the Blair Bridge.  
 The proposal also calls for the City to absorb the District's existing commissioned personnel pursuant to agreements authorized by the two union locals and the Civil Service Board.  
 The City agrees to purchase some of the vehicles of the District and to provide fully staffed fire, emergency medical (including advanced life support and ambulance transport) and hazardous materials response capability to the District from the station, backed up by the total resources of the Fire Department.  
 The District will contract with the City for these services at an initial cost to the District of about \$2.1 million for the 1995-96 biennium. The agreement term is 10 years.

6. List all material available as backup information for the request and indicate where filed:

Source Documents/Backup Material

Location of Document

Richard E. Moore to Ray E. Corpuz, Jr., May 24, 1994  
 Final Draft Memorandum of Understanding, Fire Dept. Consolidation

City Clerk  
 City Clerk

RECEIVED  
 94 MAY 27 PM 12:16  
 CITY CLERK'S  
 OFFICE

7. Funding Source: (Enter amount of funding from each source)

Fund Number & Name:

Federal \$                      State \$                      City \$                      Other \$                      Total Amount

If an expenditure, is it budgeted?  Yes  No    Where? Org #                      Acct #

193

 Approved as to Availability of Funds		 Director of Finance	
8. Department Director/Utility Division Approval For Dept. Director		City Manager/Director Utilities Approval	

## MEMORANDUM OF UNDERSTANDING FIRE DEPARTMENT CONSOLIDATION

To: City Council, City of Tacoma,  
Board of Commissioners, Pierce County Fire Protection District No. 10.

From: Urban Fire Interagency Research Support Team.

Re: Consolidation of Fire and Emergency Services.

This document contains a summary of the provisions to be contained in a formal agreement between the City of Tacoma and Pierce County Fire Protection District No. 10 for the consolidation of the District Fire Department into the Tacoma Fire Department.

The document is submitted to the Tacoma City Council and the District Board of Commissioners for review and approval.

The proposed contract provisions summarized in the document were negotiated and prepared through a series of meetings of the Urban Fire Interagency Research Support Team (UFIRST). UFIRST is composed of representatives of the Tacoma Fire Department, the District Fire Department, the Labor Unions representing the uniformed employees of the City and the District, the Chambers of Commerce and interested citizens from the District. UFIRST was assembled to study the feasibility of the consolidation and the terms and conditions under which a consolidation could successfully be accomplished. The members of UFIRST were assisted by Clark B. Snure, an attorney, who served in the capacity of facilitator.

After the approval by the legislative bodies of the City and the District, the formal consolidation agreement will be prepared for ratification by the City Council and District Board of Commissioners.

**PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 10  
CITY OF TACOMA CONSOLIDATION**

DISTRICT ASSETS .....	1
DISTRICT PERSONNEL.....	1
CITY SERVICES.....	2
PAYMENT BY DISTRICT .....	3
DISTRICT TAX LEVIES.....	3
DISTRICT BOARD OF COMMISSIONERS.....	4
TERM AND TERMINATION.....	4
LIABILITY AND INSURANCE COVERAGE.....	5
MISCELLANEOUS .....	5

## DISTRICT ASSETS

The District will retain ownership of all of its existing real property, vehicles and equipment with the exception of five emergency vehicles and the equipment carried on the vehicles (exhibit A) which the City will purchase from the District for \$334,425.00. The City will have the use of the District station, and all District furnishings and equipment located in the station during the term of the contract.

The City will remodel and construct an addition to the District station at a cost of approximately \$700,000.00. The District shall reimburse the City for its construction costs in equal annual principle installments prorated over a ten year basis together with interest on the declining principle balance at the Tacoma interfund lending rate in effect on the date of the contract.

The City will be required to provide all of the maintenance, repair and operational expenses incurred at the station.

In the event of the termination of the contract, the station and equipment, except the vehicles purchased by the City, will be returned to the District in their present condition except for normal wear and tear. In the event that any of the equipment wears out or becomes obsolete and is replaced by the City, the City will own the replacements and the District will sell or dispose of the surplus equipment.

All District facilities and equipment that are transferred to the City for use by the City to provide services under this contract shall be inventoried and marked as District property.

The District shall retain all expense and reserve fund December 31, 1994 balances subject to the District's commitment to pay the City for services beginning January 1995. The District fund balances that are not needed for the performance of this contract by the District shall remain under the exclusive control of the Board of Commissioners.

## DISTRICT PERSONNEL

All District full-time fully paid personnel with the exception of one full time position shall become employees of the City with no loss of accrued benefits. The terms and conditions of the employment of District union personnel shall be subject to approval by the fire fighter unions of the District and the City.

In the event of the termination of the contract and the lay off by the City of former District personnel, the District shall re-employ the terminated employees provided that the District reestablishes its own fire department, has sufficient resources and that the personnel are qualified.

The District shall retain one full-time fully paid employee. The position shall be established by agreement of the District Board of Commissioners and the Tacoma Fire Chief. In the event the District retains the secretarial position, the secretary shall perform necessary services for the Board of Commissioners of the District and such other duties as may be assigned by the City Fire Department Chief. In the event the District's full time employee does not provide secretarial services, the City shall provide the required secretarial services for the Board of Commissioners. All wages and benefits for the position shall be provided by the District.

The District shall retain the current secretary to the Board of Commissioners as a part-time part-paid employee. The secretary to the Board of Commissioners shall perform the duties required of the position by statute and shall report directly to the Board.

Chief Steve Stringfellow and Assistant Chief Jeff Jensen will be hired by the City as "Civil Service Code 4004.0/Fire Battalion Chief," which is a classified position represented by Firefighters Local #31. They will remain in that position for a short time to attain civil service status, and then take a leave of absence from that classified position to accept the appointive position of "Civil Service Code 0764.0/Assistant Fire Chief." After a period of approximately one year, the positions will be reevaluated and at the discretion of the Fire Chief, will remain as Assistant Chiefs or return to their previous established civil service status as Battalion Chiefs.

### **CITY SERVICES**

The City shall provide dispatch, fire prevention, fire suppression, emergency medical and hazardous material incident response services to the District at the same level as the City provides the services within the City. The City shall provide the services from the District station with backup services from City stations. The City shall routinely station the following vehicles at the District station staffed by the personnel indicated below:

1. One ladder company staffed by three emergency medical technicians.
2. One triple combination pumper staffed by four emergency medical technicians.

3. One Type III rescue vehicle with transport capabilities staffed by two advance life support paramedics.
4. One hazardous materials response vehicle staffed by the personnel indicated above when needed.

The District recognizes that the vehicles and personnel assigned to the District station will respond to emergency incidents within the City when needed. During such times the City will provide adequate back-up services for the protection of the District.

The City agrees that it will not permanently change the equipment or personnel assignment at the District station without prior notification to the Board of Commissioners.

#### **PAYMENT BY DISTRICT**

In consideration for the services provided by the City, the District shall provide the use of its station facilities and equipment to the City and shall pay an annual service charge to the City. The service charge shall be computed each year by deducting from the District's total annual current regular real property and emergency medical service budgeted tax levies, leasehold excise tax receipts and contract income the District budgeted expenses as shown on the attached 1995 and 1996 District expense budgets (exhibit B).

The annual service charge shall be paid by the District to the City in monthly installments. The current taxes received by the District and used in the computation of the service charge shall not include delinquent taxes levied prior to January 1, 1993 but collected during the term of the contract.

The parties agree to re negotiate the annual payment, reconcile the fire department budget items and prepare subsequent District expense budgets on an annual basis at the time of the preparation and filing of the District budget and tax levy.

#### **DISTRICT TAX LEVIES**

The District currently levies regular real property taxes at the maximum rate of \$1.50 per thousand dollars of assessed value and emergency medical services real property taxes at the maximum rate of \$.50 per thousand dollars of assessed value. The City and the District recognize that the rates are subject to the 106% lid limitation and other constitutional and statutory limitations. The continuation of the EMS levy is also subject to approval by the voters of the District. The current District EMS levy authority expires on December 31, 1997. The District Board of Commissioners agrees to re-submit the EMS levy

at the maximum rate available to the voters for approval during the term of the contract at six year intervals. In the event the 106% lid limitation shall reduce the District's regular and EMS levy rates below the current rates during the term of the contract the parties agree to consider placing a lid lift proposal before the voters of the District.

In the event, during the term of the contract, any District tax levy shall become unavailable as a result changes in legislation, statutory tax levy limitations or the failure to obtain voter approval, the parties agree to jointly consider other available equivalent funding sources. It is the purpose of this provision to avoid a reduction in services to the District.

### **DISTRICT BOARD OF COMMISSIONERS**

The District Board of Commissioners shall remain the legislative body of the District and shall perform all functions authorized and required by statute. The Board shall have the use of the District station for all meetings and other required activities and shall retain adequate storage space and facilities for its records. The full-time secretary position shall be responsible to provide the Board with required secretarial services. In the event the secretary position is not retained, the City shall provide the required secretary services. The Chief of the City Fire Department or the Chief's designee shall attend all meetings of the Board of Commissioners. The City shall provide the Board with a monthly written report of Fire Department activities within the District.

The Chief of the Fire Department and the Board of Commissioners will annually review and evaluate the Fire Department operations conducted in the District. The review shall also cover the effect of new construction and development in the District and the need, if any, for additional facilities, equipment and personnel in the District.

### **TERM AND TERMINATION**

The term of the contract shall be 10 years. In order to terminate the contract at the end of the 10 year period it will be necessary for the terminating party to give the other party a minimum of 18 months prior notice of termination. At the end of the 10 year term the contract will remain in effect indefinitely or until either party gives to the other party 18 months notice of termination.

The contract will contain a provision authorizing either party to reopen specific contract provisions for re-negotiation by giving the other party 90 days written notice. The written notice shall specify the provision to be negotiated and the requested change. The initial 10 year term provision shall not be negotiable. The parties may, however, negotiate specific term extensions.

## **LIABILITY AND INSURANCE COVERAGE**

Each of the parties will agree to indemnify and hold the other party harmless from all activities conducted by such party in the performance of the contract. The District will provide replacement cost insurance coverage for the District station and all facilities and equipment not used by the City. The City will provide coverage for all District equipment used by the City. The District will provide liability insurance coverage for the actions of the Board of Commissioners and the District full and part-time employees and will name the City as an additional insured on the policies. City insurance coverages will be provided either through insurance carriers or through its self insurance program.

The City shall assume the statutory responsibility for future benefits for District LEOFF 1 fire fighters employed by the City under the contract. The District shall remain responsible for retired LEOFF 1 District fire fighters.

## **MISCELLANEOUS**

The parties agree, in the event that changes in federal or state law affect the future performance of either party or in the event of future changes in the boundaries of either party that affect the performance of either party, to enter into good faith negotiations to insure continuation of the operations.

The contract will contain an alternate dispute resolution provision for arbitration of possible controversies.



City of Tacoma  
Fire Department

May 17, 1994

Chief Steve Stringfellow  
Pierce County Fire District No. 10  
2015 54th Avenue East  
Pife, WA 98424

Dear Chief Stringfellow:

After examining the various vehicles currently operated by Fire District 10, staff of the Tacoma Fire Department recommends that the following vehicles be purchased from District 10 by City of Tacoma Equipment Rental Fund. The offer totals \$334,425, itemized as follows.

1. Unit 1021 1990 Sutphen 65' Ladder with Basket, 2000 gpm Hale Pump, 400 gal. booster tank, 8v92 Detroit, 9,258 miles  
New: \$ 328,255  
Offer: \$ 270,500
2. Unit 1031 1990 Type III Collins, E350 Ford Rescue, 7.3 Liter Diesel, 16,834 miles  
New: \$ 60,925  
Offer: \$ 32,400
3. Unit 1042 1994 Ford Explorer  
1,000 miles  
New: \$ 23,848  
Offer: \$ 21,000
4. Unit 1043 1979 Ford Van  
60,884 miles  
New: \$ 13,789  
Offer: \$ 1,600
5. Unit 1051 1964 IHC 3,000 gal. Tanker, 350 gpm Transfer Pump  
304v8 IHC, N/A miles  
Offer: \$ 2,500

Chief Steve Stringfellow  
Fire District 10  
May 17, 1994

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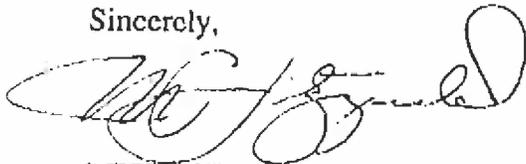
6. Unit 1041 1987 Chevrolet Caprice  
43,230 miles  
New: \$ 11,816  
Offer: \$ 6,425

Further, leases for three of the above vehicles (items 1, 4 and 6) would be included as operational costs of the service contract negotiated with the District

We have discussed this proposal with staff of the City Public Works Department, which manages the Equipment Rental Fund for the City. They are in agreement with us concerning the proposed purchase and have authorized us to proceed with this offer.

If you have any questions related to this offer or the details of the staff proposal, please call me directly, at 5157.

Sincerely,



MICHAEL FITZGERALD  
Assistant to the Fire Chief/Budget & Planning

cc: Richard E. Moore, Fire Chief  
Clark Snure, Attorney at Law

**EXHIBIT B**

**Pierce County Fire District 10  
Budgets for 1995 - 1996**

	1995	1996
Salaries:		
Secretaty	34,320	35,521
District Secretary	19,812	20,505
Commissioners	<u>3,600</u>	<u>3,600</u>
Total Salaries	57,732	59,626
Employment Security	203	222
L & I Insurance	343	360
10% Medical (Incl L&I)	13,164	14,480
Retirement PERS .0758	2,606	2,693
FICA & IRS Med	2,905	2,993
Office Supplies	4,500	4,750
Legal & Professional Fees	3,000	3,000
Election Expenses	1,500	0
Insurance (Incl Bonds)	11,000	12,500
Publications	200	200
Conference Expenses	1,875	2,000
State Audit Costs	1,500	1,750
Dues & Subscriptions	1,450	1,550
Office Equipment	1,000	0
Office M & O	<u>500</u>	<u>650</u>
Total Salaries & Costs	103,478	106,774
Tacoma Construction Costs	<u>91,875</u>	<u>91,875</u>
Total Expenses	<u><u>195,353</u></u>	<u><u>198,649</u></u>

## AGREEMENT FOR CONSOLIDATION OF FIRE DEPARTMENT OPERATIONS AND FACILITIES

This Agreement is entered into between PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 10, a municipal corporation (District), and the CITY OF TACOMA, a municipal corporation (City).

This Agreement is entered into by the City and the District under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.

The District and the City currently maintain and operate separate fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions. The respective legislative bodies of the District and the City have determined that it is in the best interests of the parties to provide fire department services through a single consolidated department.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, the parties agree as follows:

1. **Administration.** The administration of the facilities and personnel necessary to carry out the operations required by this Agreement shall be conducted by the designated Fire Chief of the City.
2. **Term.** This Agreement shall be effective on January 1, 1995, and shall continue indefinitely with a minimum term of ten (10) years. In the event either party shall desire to terminate this Agreement at the end of the ten (10) year term such party shall give to the other party eighteen (18) months written notice of termination prior to the expiration of the term. The word "term" as used in this Agreement shall include any extension of the initial ten (10) year term.
3. **Services to be Provided by City.** The City shall provide fire prevention, fire suppression, emergency medical and hazardous material incident response services to all properties and persons within the District. The services shall be provided on the same basis as similar services are provided within the City, but the City assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous emergency calls within the City and within the District whereby facilities of the City are taxed beyond its ability to render equal protection, the officers and agents of the City shall have discretion as to which call shall be answered first and shall be the sole judge as to the most expeditious manner of handling and responding to such calls. The

City shall furnish all personnel required to perform the services described above. The City shall use City and District equipment in providing services to the District. The City shall routinely station the following vehicles at the District station staffed by the personnel indicated below:

1. One ladder company staffed by three emergency medical technicians.
3. One Type III rescue vehicle with transport capabilities staffed by two advance life support paramedics.
2. One triple combination pumper staffed by four emergency medical technicians.
4. One hazardous materials response vehicle staffed by the personnel indicated above when needed.

The District recognizes that the vehicles and personnel assigned to the District station will respond to emergency incidents within the City when needed. During such times the City shall provide adequate back-up services for the protection of the District.

4. **Payment by District for Services.** In consideration for the services provided by the City, the District shall provide the use of its station facilities and equipment to the City and shall pay an annual service charge to the City. The service charge shall be computed each year by deducting from the District's total annual current regular real property and emergency medical service budgeted tax levies, leasehold excise tax receipts and contract income the budgeted expenses of the District. The District expense budgets for 1995 and 1996 are attached to this Agreement (exhibit B). The annual service charge shall be paid by the District to the City in monthly installments. The taxes budgeted by the District and used in the computation of the service charge shall not include delinquent taxes levied prior to January 1, 1993 but collected during the term of the Agreement. The parties shall renegotiate the annual payment, reconcile the fire department budget items and prepare subsequent District expense budgets on an annual basis at the time of the preparation and filing of the District budget and tax levy.
5. **District Tax Levies.** The District Board of Commissioners shall re-submit the EMS levy to the voters for approval, at the maximum rate available, at six year intervals during the term of the Agreement beginning in the year prior to the expiration of the current levy. In the event the 106% lid limitation shall reduce the District's regular or EMS levy rates below the current rates during the term of the Agreement the parties shall consider placing a lid lift proposal before the voters of the District. In the event, during the term of the Agreement, any District tax levy shall become unavailable as a result changes in legislation, statutory tax levy

limitations or the failure to obtain voter approval, the parties shall jointly consider other available equivalent funding sources. It is the purpose of this provision to avoid a reduction in services to the District.

6. **Transfer of District Fire Fighter Personnel.** Except as provided in paragraph 8, all career District employees shall become employees of the City. The City shall be the employer of all personnel required to perform the services provided for in this Agreement. The parties agree that no District fire department employee shall suffer any diminishment or loss of retirement benefits or rights as a result of the implementation of this Agreement, within limits of the laws of the State of Washington. It is further agreed that future medical benefits required by statute to be provided to LEOFF I personnel whose employment is transferred from the District to the City shall be provided by the City. In the event of the termination of the Agreement and the lay off by the City of former District personnel, the District shall re-employ the terminated employees provided that the District reestablishes its own fire department, has sufficient resources and that the personnel are qualified.

Chief Steve Stringfellow and Assistant Chief Jeff Jensen shall be hired by the City as "Civil Service Code 4004.0/Fire Battalion Chief," which is a classified position represented by Firefighters Local #31. They shall remain in that position for a time to be determined by the City Fire Chief to attain civil service status, and then may take a leave of absence from that classified position to accept the appointive position of "Civil Service Code 0764.0/Assistant Fire Chief." After a period of approximately one year, the positions shall be reevaluated and at the discretion of the City Fire Chief, shall remain as Assistant Chiefs or return to their previous established civil service status as Battalion Chiefs.

7. **Personnel Assignment.** The City Fire Department administration shall advise the Board of Commissioners of the District of the assignment of personnel and equipment to staff the District station. In the event the City shall determine to make any permanent changes in any such staffing of the District station the City shall advise the District Board of Commissioners prior to the effective date of such change.
8. **Retention of District Personnel.** The District shall retain the following personnel positions:
  - 8.1 A full-time full-paid position, initially the position of secretary whose duties shall include the performance of secretarial services for the District Board of Commissioners. Other duties to be performed by the position shall be established by the Fire Chief. All salary and benefits for the position shall be provided by the District.

- 8.2 The current District secretary, who holds the position established by RCW 52.14.080, shall remain a part-time part-paid District employee. In addition to the duties established by statute, the position shall perform the duties established by the Board of Commissioners of the District. All salary and benefits for the position shall be provided by the District.
- 8.3 The District shall provide all retirement benefits for retired District LEOFF 1 personnel who retired prior to the term of this Agreement.
9. **District Station.** The City shall have the use and occupancy of the District station during the term of the Agreement to conduct fire department operations under the following conditions:
- 9.1 The City shall, at its sole cost, remodel and construct an addition to the station at a cost of approximately \$700,000.00. The plans and specification for the remodeling and addition shall be subject to the reasonable approval of the Board of Commissioners of the District.
- 9.2 The District shall reimburse the City for the cost of the construction prorated over a ten (10) year period, together with interest at the rate of 6.4% per annum, computed on the declining principal balance.
- 9.3 The City shall provide all expenses required for the use and occupancy of the station including heating costs, utility services, assessments, repairs and maintenance.
- 9.4 The City shall maintain the station and real property in a neat and clean condition at all times.
- 9.5 The District shall retain the right to use the station for meetings and activities of the Board of Commissioners, storage of District records and for the use of the District secretary. The use of the station by the District shall not interfere with the operations of the fire department.
- 9.6 At the expiration of the term of the Agreement the City shall return the use and occupancy of the station to the District. The station shall be in a clean and operable condition.
10. **Purchase of District Equipment.** The City shall purchase the District vehicles, listed on exhibit A attached to this Agreement, together with the equipment normally carried on the vehicles, for the sum of \$334,425.00 on the effective date of the Agreement.

11. **Equipment to be Supplied by District.** The District agrees that during the term of this Agreement it shall furnish for use by the City all of the equipment located in the District station currently owned by the District that the City has not purchased. At the termination of the Agreement the City shall return all such property to the District. The return of such equipment shall be subject to normal wear and tear from usage. In the event that any items have been consumed or destroyed without the fault of the City, during the term of this Agreement, such items need not be returned.
12. **District Board of Commissioners.** In the event the secretary position is not retained as the District full time employee, the City shall provide the required secretary services. The City shall provide the Board with a monthly written report of Fire Department activities within the District. The Chief of the Fire Department and the Board of Commissioners shall annually review and evaluate the Fire Department operations conducted in the District. The review shall include the effect of new construction and development in the District and the need, if any, for additional facilities, equipment and personnel for service to the District.
13. **Commissioners Meetings.** The Chief of the City Fire Department or the Chief's designee shall attend all regular and special meetings of the District Board of Commissioners when requested to do so by the Board.
14. **District Funds.** The District shall retain all expense and reserve fund December 31, 1994 balances subject to the District's commitment to pay the City for services beginning January 1, 1995. The District fund balances shall remain under the exclusive control of the Board of Commissioners.
15. **Liability.** Each party shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and shall indemnify and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of such party relating to the performance of this Agreement.
16. **District Insurance.** The District shall provide insurance coverage for all facilities, equipment and personnel of the District. The insurance coverage shall include all risk property insurance, insuring District equipment and buildings at replacement cost; general liability insurance, including errors and omissions coverage, with a policy limit of \$2,000,000.00; complete auto insurance for District owned vehicles, including comprehensive, collision and liability coverage with a policy limit of \$2,000,000.00. The District shall furnish to the City appropriate documentation showing that such coverage is in effect and that the City is a named additional insured on the policies.

17. **City Insurance.** The City shall provide insurance coverage for all District equipment in its possession, for the actions of personnel of the City and for all operations of the City Fire Department conducted in the District.

18. **Modification.** This instrument constitutes the entire Agreement between the parties and supersedes all prior Agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties. In the event either party shall desire to renegotiate any provision of the Agreement, the party shall provide 90 days notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90 day period. The initial term of the Agreement provided in paragraph 2 may not be renegotiated without the consent of both parties.

19. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, 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 pre-paid 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.

19.1 Notice to the City shall be sent to:

Tacoma Fire Department  
901 South Fawcett  
Tacoma, WA 98402-5699

19.2 Notice to the District shall be sent to:

Pierce County Fire Protection District No. 10  
2015 54th Ave. E.  
Tacoma, WA 98424

20. **Arbitration.** Any controversy which shall arise between the City and the District regarding the rights, duties or liabilities under this Agreement of either party shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the City, one by the District and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the state of Washington as applied to the facts found by the arbitrator or arbitrators.

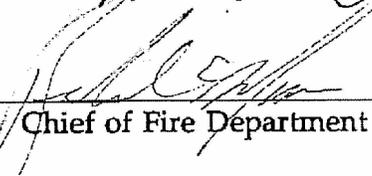
21. **Litigation.** In the event of litigation concerning the terms of or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

22. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

Dated: July 13, 1994.

City of Tacoma

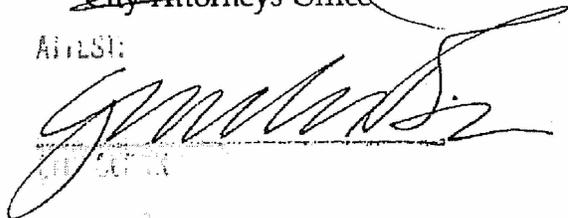
By:   
City Manager

By:   
Chief of Fire Department

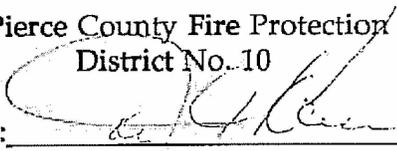
Approved as to Form and Legality

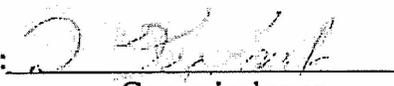
By:   
City Attorneys Office

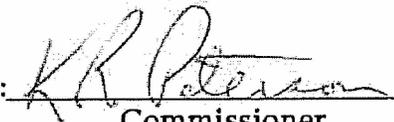
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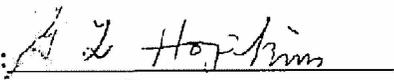
  
Notary Public

Pierce County Fire Protection  
District No. 10

By:   
Commissioner

By:   
Commissioner

By:   
Commissioner

By:   
Secretary