

RESOLUTION NO. 1573

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING EXECUTION OF AN AGREEMENT WITH PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 10 FOR FIRE AND EMERGENCY MEDICAL PROTECTION SERVICES ON CITY PROPERTY

WHEREAS, Pierce County Fire Protection District No. 10 provides fire and emergency medical protection services within the City of Fife; and

WHEREAS, RCW 52.30.020 requires the City to contract with Fire 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; and

WHEREAS, 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; and

WHEREAS, this compensation was determined by negotiation, and was not the result of any one particular formula or methodology; and

WHEREAS, the parties have negotiated the attached agreement for the purposes of satisfying the requirements of RCW 52.30.020 and providing an annual payment to the Fire District for services as set forth above; now, therefore,

BE IT RESOLVED that the Council hereby authorizes the City Manager to execute the Agreement regarding Fire and Emergency Medical Protection between Pierce County Fire Protection District No 10 and the City of Fife in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 10th day of December, 2013.


Robert D. Cerqui, Mayor

Attest:


Carol Etgen, City Clerk

RESOLUTION NO. 1573

Page 1 of 1

AGREEMENT REGARDING FIRE AND EMERGENCY MEDICAL PROTECTION

1. Date and Parties. This agreement, for reference purposes only, is dated the _____ day of _____ 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 attorneys 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 23rd Street East
Fife, WA 98424

Pierce County Fire Protection District No. 10
Attn:

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.

14. Signature Authority

a. The Fife City Manager was authorized to execute this agreement by Resolution No. _____ adopted by a majority of the entire City Council on the _____ day of _____ 2013 at a regularly scheduled Council meeting.

b. The _____ was authorized to execute this agreement by Resolution No. _____ adopted by a majority of the Board of Commissioners of the District on the _____ day of _____ 2013 at a regularly scheduled commissioners 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 District #10

ATTEST:

ATTEST:

Carol Etgen
City Clerk

Tamara Harris
District Secretary
Pierce County Fire District #10

Approved as to form:

Approved as to form:

Gregory F. Amann
Assistant City Attorney
