

PIERCE COUNTY FIRE DISTRICT NO. 1
And
THE CITY OF SUMNER
INTERLOCAL
AGREEMENT FOR SERVICES

This Agreement is entered into between PIERCE COUNTY FIRE DISTRICT #1, a municipal corporation (District) and the CITY OF SUMNER, 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.

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. **Intent.** The intent of the parties of this agreement is to provide a mechanism by which the citizens, residents, property owners, and taxpayers served by both parties can be provided with the highest quality fire protection and emergency medical services (EMS) within available resources. An important feature provided for the first time under this agreement is Advanced Life Support (ALS) Services throughout the District as well as the City. Through this agreement, both parties intend to accomplish a secure, long-term relationship assuring secured funding for a high level of service, both in regard not only to stations and equipment, but also in regard to staffing.
2. **Administration.** The designated Fire Chief of the City shall conduct the administration of the facilities and personnel necessary to carry out the operations required by this agreement.
3. **Term.** This Agreement shall be effective on July 18, 2000, 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 the Agreement, shall include any extension of the initial ten (10) year term.
4. **Services to be Provided by City.** The City shall provide like services to the district as it provides to the city including but not limited to fire prevention, fire suppression, emergency medical, advanced life support 1st response, 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. 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 fire station staffed by the personnel indicated below:

- a. One triple combination pumper staffed by a minimum of three (3) fire fighters, consisting of two (2) E.M.T.s and one (1) paramedic, in as much is practical given the existing staffing.

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

5. **Payment by District for Services.** In consideration for the services provided by the City, the District shall provide the use of its 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, the budgeted administrative expenses of the District, which include but are not limited to the budget categories currently used. The District shall pay the annual service charge to the City in two installments. **See Attachments 1 & 2. The parties shall renegotiate the annual payment and reconcile the fire department budget items on an annual basis at the time of the preparation and filing of the District budget and tax levy.
6. **District Tax Levies.** The District Board of Commissioners shall re-submit the E.M.S. levy to the voters for approval at not less than fifty cents (\$.50) during the term of the Agreement, beginning in the year prior to the expiration of the current levy. In the event, during the term of the Agreement, District tax levy shall decrease as a result changes in legislation, statutory tax levy limitations, or the failure to obtain voter approval, the parties may jointly consider other available funding sources.
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 fire station. In the event the City shall determine to make any permanent changes in any such staffing of the fire 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 a full-time full-paid position, initially the position of District Secretary/Office Manager.
 - a.) The District Commissioners, with input from the Fire Chief, will be responsible for the hiring, firing, promoting, and disciplining, as well as salary and contract negotiations for this position.
 - b.) The District Secretary shall be responsible for the statutory, auditing, financial, and other duties prescribed by law and report to the Pierce County Fire District No. 1 Commissioners.

- c.) The Fire Department Office Manager will report to and be supervised by the Fire Chief, who will be responsible for evaluating and reporting to the District Commissioners regarding the position.
1. The Fire Chief, when acting as a supervisor and advisor to the District for this position, will be granted the latitude to respond from his observations and opinions, independent of his role as a City employee.
9. **Fire Station.** 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/Office Manager. The use of the station by the District shall not interfere with the operations of the fire department.
10. **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 currently owned by 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.
11. **District Board of Commissioners.** In the event the District Secretary/Office Manager position is not retained as the District full-time employee, the City shall provide the required secretarial services. The City shall provide the Board with a monthly written report of the 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.
12. **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.
13. **District Funds.** The District shall retain all expense and reserve fund balances subject to the District's commitment to pay the City for services beginning January 1, 2001. The District fund balances shall remain under the exclusive control of the Board of Commissioners.
14. **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 the Agreement.

15. **District Insurance.** The District shall provide blanket liability and errors and omissions insurance coverage for all personnel of the District.
16. **City Insurance.** The City shall provide insurance coverage for all district equipment in its possession and use, for the actions of personnel of the City, and for all operations of the City Fire Department conducted in the District.
17. **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.
18. **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.
- a.) Notice to the City shall be sent to:
- Sumner Fire Department
800 Harrison Street
Sumner, WA 98390
- b.) Notice to the District shall be sent to:
- Pierce County Fire District #1
800 Harrison Street
Sumner, WA 98390
19. **Arbitration.** Any controversy arising 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, other wise 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. Each party shall bear half of the arbitration costs. Arbitration awards shall be binding on both parties.

20. **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 15, 2000

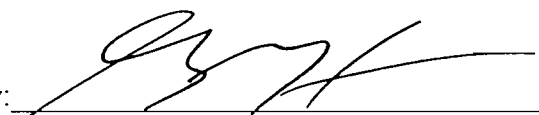
CITY OF SUMNER

PIERCE COUNTY FIRE DISTRICT #1

By:


City Administrator


By:


Commissioner

By:



Chief of the Fire Department

By:


Commissioner


Barbara Skinner
Mayor

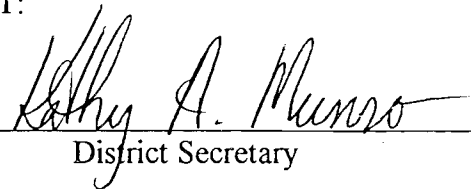
By:


Commissioner

ATTEST:

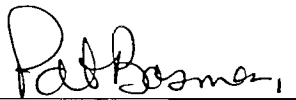
ATTEST:


Susan R. Clary
City Clerk


Kathy A. Munro
District Secretary

APPROVED AS TO FORM & LEGALITY:

By:



City Attorney

ATTACHMENT 1

<u>District Revenues</u>	<u>Actual 2000</u>	<u>Estimated 2001</u>
Estimated Regular Levy	\$ 285,925	\$ 298,000
Estimated E.M.S. Levy	98,460	99,000
Total Estimated Revenues	\$ 384,385	\$ 397,000
Contract Amount.	\$ 294,447	\$ 315,000

2001 Contract Formula

Estimated Revenues'	\$ 397,000
Subtract P.C.F.D. #1 Budget	82,000
Contract Amount	\$ 315,000

2001 Contract Breakdown

General Levy – Fire Suppression.....	\$ 196,000
E.M.S. Levy - Emergency Medical Aid	99,000
Sub-Total Contract.....	\$ 295,000
3 rd Fire Fighter/Paramedic	20,000
Total Annual Contract.....	\$ 315,000

ATTACHMENT 2

In addition to the total contract amount, the District will also pay an additional \$30,000 per year, for a maximum of three years. This money is to be used solely for the addition of the third fire fighter/paramedic (14th shift personnel to the Sumner Fire Department staffing).

The \$30,000 additional payment will be directly reduced by the amount the total contract increases, until there is no additional payment needed or three years has expired.