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**RESOLUTION NO. 1774**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PUYALLUP AUTHORIZING AN INTERLOCAL AGREEMENT.**

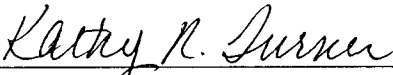
WHEREAS, RCW 39.34, the Interlocal Cooperation Act, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other; and,

WHEREAS, the City Council finds it desirable and in the City's best interest to enter into an interlocal agreement for services;

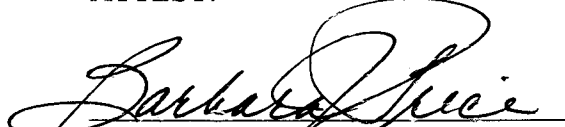
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Puyallup:

The City Council hereby approves the Interlocal Agreement with Pierce County Fire Protection District #11 for fire and emergency medical services, and further authorizes the City Manager to sign such agreement substantially in the form as attached hereto.

Passed by the City Council of the City of Puyallup at a regular meeting this 3rd day of February 2003.

  
Kathy R. Turner, Mayor

ATTEST:

  
Barbara Price, City Clerk

**INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY  
MEDICAL SERVICES BY AND BETWEEN THE CITY OF  
PUYALLUP AND PIERCE COUNTY FIRE PROTECTION  
DISTRICT #11**

This Agreement is made and entered into on this 3<sup>rd</sup> day of February 2003, between the City of Puyallup ("City") and Pierce County Fire Protection District #11 ("District"), both municipal corporations of the State of Washington, located in Pierce County, Washington, with respect to the following facts:

WHEREAS, both parties have the power, authority and responsibility to provide fire protection and emergency medical services within their respective boundaries; and

WHEREAS, the City has established and maintains a fire department, and is capable within reasonable limitation, of providing service to the geographical area of the District; and

WHEREAS, the City has provided mutual aid service to the District under agreement executed in 1994; and

WHEREAS, much, if not all, of the area within the District's boundaries is located within the City's Urban Growth Area, as designated under RCW 36.70A.110; and

WHEREAS, both parties desire to enter into an agreement for the purpose of utilizing the City's capabilities to provide the District with fire protection and emergency medical services; and

WHEREAS, this agreement is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington and by Chapter 52.12 of the Revised Code of Washington; NOW THEREFORE,

IN CONSIDERATION OF THE PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Provision of Fire Protection and Emergency Medical Services. Commencing at 12:00 noon on Tuesday, February 4, 2003 and thereafter during the term of this Agreement, the City shall render fire protection ("Fire") and emergency medical ("EMS") services (collectively referenced as "Services") within the District as the District is presently or hereafter may be constituted, endeavoring to maintain a fire protection rating from the Washington Surveying and Rating Bureau, or its successor rating agency, which is at least the equivalent to that which the District has held. In rendering said Services, the City shall have the sole discretion as to the staffing and equipment that will respond to each call, and shall be the sole judge as to the most expeditious, efficient, and effective manner of handling and responding to calls for services or the rendering thereof. For purposes of RCW 52.16.160, the parties expressly understand that this Agreement constitutes a contract between the District and the City, a municipal corporation, for the services of more than one full-time, paid employee.

2. Payment for Services. For such Services, the District agrees to levy the maximum millage allowed by law upon property within the District at the time of the levy. From the

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revenue received by the District from such tax levy the District shall retain annually for its operational and administrative needs, sums to pay expenses for elections, auditing, and other expenses required for the operation of the District. This maximum retained amount in 2003 shall not exceed \$24,500.00. During the term of this Agreement, the District's retained amount shall be adjusted annually in accordance with the CPI for the Seattle-Tacoma metropolitan area. The balance of the revenues of the District, after deducting the aforesaid expenses, shall be paid directly to the City by the County Treasurer or Budget and Finance Department on behalf of the District in at least semi-annual installments, or the most frequent basis consistent with County Treasurer or Budget and Finance practices and policies. If necessary and appropriate, the District Commissioners will prepare vouchers, or other written directions to the County Treasurer (or Budget and Finance Department) as to the appropriate sum to be paid to the City in accordance with this Agreement. In making arrangements for payments provided under this Agreement, the District and the City agree to work in cooperation with County officials to minimize administrative costs and processes to the fullest extent possible. By this Agreement, the City is expressly authorized to assess charges within the District for EMS transports and associated EMS costs. All monies paid to the City for such transports and related services shall be retained by the City. Upon request by the City's Finance Director, the District shall make available records detailing an accounting of costs incurred for operational and administrative needs. Upon request by the District, the City shall make available records detailing calls and services provided under this Agreement, as well as Fire Department budget and expenditure records.

3. Annual Meeting. There shall be an annual meeting between the District Commissioners or their designees and the Puyallup City Council or its designees during the month of June to discuss fire protection and emergency medical services within the District and budgetary matters in order to facilitate adequate service within the area.

4. Additional Levy to Cover Cost of Providing Services. By this agreement, the parties concur that the revenues generated by the District's current tax levy are very likely to be insufficient to pay for the probable cost of providing the Services described herein. Accordingly, the Board of Commissioners agrees to exercise its lawful authority to increase available tax levies to the maximum amount allowed by Chapter 52.16 RCW (\$1.50 per thousand), and if a levy requires a vote within the District, to cause a ballot proposition to be placed before the District's voters at the next appropriate election to authorize a further increase in the regular property tax levy above the limitation set forth in Chapter 84.55 RCW, so as to generate sufficient tax revenues to pay for the cost of providing Services hereunder. The District also agrees to renew its EMS levy (50 cents per thousand) by causing a ballot proposition to be placed before the District's voters at the next appropriate election. Should the Commissioners fail to exercise their authority to raise or renew a levy as agreed herein, or should any ballot measure seeking an increase in or renewal of a tax levy fail, the City shall have sole discretion to terminate this Agreement upon one-hundred-eighty (180) days written notice to the District.

5. Insurance Requirements. For the duration of this Agreement, the District shall maintain and procure insurance as follows:

A) Insurance against claims for injuries to persons or damages to property with respect to properties or tangible assets within its possession. This provision shall be of no effect should the district liquidate or divest itself of such properties or assets.

B) Insurance against claims for injuries to persons or damages to property related to acts or omissions arising from this Agreement. The District must obtain commercial general liability insurance with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and, so long as the District should possess any vehicles, automobile liability insurance with a minimum combined single limit for bodily injury and property damage of one million dollars (\$1,000,000) per accident.

C) The District must obtain errors and omissions coverage, with a combined single limit of one million dollars (\$1,000,000) per occurrence.

D) For so long as the District continues to hold tangible assets or property, or maintains an ability to collect or disburse funds or property of any sort, the District must obtain commercial crime/fidelity coverage, with a combined single limit of one million dollars (\$1,000,000) per occurrence.

E) The District shall furnish the City with certificates of insurance signed by a person authorized by that insurer to bind coverage on its behalf and the City should be named as an additional insured. The City reserves the right to require complete, certified copies of all required insurance policies at any time. Upon request, the City will provide the District with evidence of coverage through membership in the Washington Cities Insurance Authority.

F) The District's insurance coverage shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the District's insurance and shall not contribute with it.

G) The District's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to the City.

H) The District shall furnish the City with original certificates and a copy of any amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the District before this Agreement shall take effect.

PROVIDED, HOWEVER, that the District's insurance coverage obligations set forth in this section shall not be required if the District Commissioners adopt a resolution in a form as approved by the City Attorney which declares the District's intent, for the duration of this Agreement, and except as expressly permitted herein, to: cease all fire protection and emergency medical service operations of any sort whatsoever, including without limitation training and response efforts; secure all District assets, vehicles or other equipment in an appropriate storage site, thereby preventing their use for any purpose; and properly secure and restrict access to any

fixed assets, including buildings, thereby preventing their use for any purpose not permitted herein.

6. Joint Indemnification and Hold Harmless. Each party to this Agreement shall defend, indemnify and hold the other party, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.

7. Term. This Agreement shall take effect at 12:00 noon, February 4, 2003 and remain in place for a term ending on December 31, 2005.

8. One-Time Extension. If this Agreement is not otherwise terminated by mutual agreement of the parties, or for any other reason provided herein, by law or in equity, then this Agreement shall be automatically extended for a period of six (6) months from January 1, 2006 to June 30, 2006, upon the same terms and conditions provided herein if either of the following should occur: a) the parties have not entered in to an agreement by October 1, 2005 for the provision of fire protection services for any period after December 31, 2005; or b) before October 1, 2005, neither party has provided the other with its written intent to allow this Agreement to expire on December 31, 2005.

9. Termination. In addition to the City's right to terminate this Agreement as set forth in section 4 of this Agreement, either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party for good cause.

10. Asset Division upon Annexation. Should the City annex a portion of the District including at least sixty percent (60%) of the assessed valuation of the real property of the District, ownership of the District assets shall be governed by RCW 35.02.190.

11. Notices. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

**To the District:**  
Pierce County Fire Protection District No. 11  
10923 54<sup>th</sup> St. E.  
Puyallup, WA 98372

**To the City:**  
Office of the City Manager  
218 West Pioneer  
Puyallup, WA 98371

12. Filing. This Agreement shall be filed with the City Clerk, the District's Secretary, and the County Auditor.

13. Governing Law. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

14. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

15. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

16. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

17. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

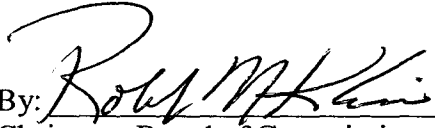
18. Concurrent Originals. This Agreement may be signed in counterpart originals.

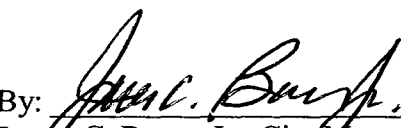
19. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

***IN WITNESS WHEREOF***, the parties have caused this Agreement to be executed on the dates written below.

PIERCE COUNTY FIRE DISTRICT #11

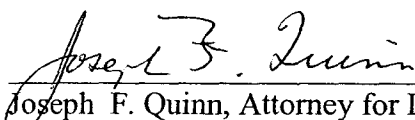
CITY OF PUYALLUP

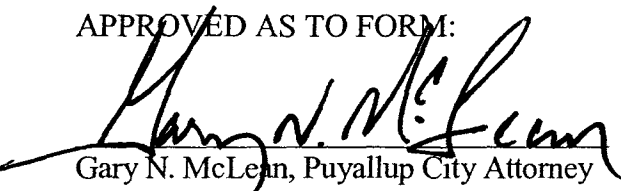
By:   
Chairman, Board of Commissioners  
as authorized by a majority of District  
Commissioners in an open public meeting  
on January 30th, 2003.

By:   
James C. Bacon Jr., City Manager  
as authorized by a majority of the Puyallup  
City Council in an open public meeting  
on Feb. 3, 2003.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Joseph F. Quinn, Attorney for District

  
Gary N. McLean, Puyallup City Attorney

RESOLUTION NO. 151

**A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF PIERCE COUNTY FIRE PROTECTION DISTRICT 11, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF PUYALLUP FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY THE CITY WITHIN THE FIRE DISTRICT, IN CONSIDERATION OF PAYMENT TO THE CITY OF A PORTION OF THE DISTRICT'S REVENUE, AND DIRECTING THAT ALL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES OPERATIONS USING DISTRICT ASSETS AND VOLUNTEER PERSONNEL SHALL BE SUSPENDED ON THE EFFECTIVE DATE OF THE AGREEMENT, AND ORDERING ALL DISTRICT ASSETS TO BE SECURED AND APPROPRIATELY STORED DURING THE TERM OF THE AGREEMENT.**

**WHEREAS**, the City of Puyallup has proposed to the Board of Commissioners of Pierce County Fire Protection District No. 11 an interlocal agreement to provide fire protection and emergency medical services to the citizens and residents of Fire District No. 11; and

**WHEREAS**, the Board has decided it would be in the best interest of the citizens and residents to accept the City's proposed agreement, in order to preserve and enhance the quality of such services available to the citizens and residents of the district; and

**WHEREAS**, the agreement provides for adequate retained revenue for the Board to pay all necessary expenses of the District; and

**WHEREAS**, the District may lessen expenses for insurance and manage risks optimally if an order is given to cease operations entirely during the term of the agreement, and assure the City that assets will be adequately secured and stored, instead of being available for their intended purpose;

**NOW, THEREFORE BE IT HEREBY RESOLVED BY THE BOARD OF FIRE COMMISSIONERS FOR PIERCE COUNTY FIRE PROTECTION DISTRICT 11 AS FOLLOWS:**

**Section 1.** The Interlocal Agreement for Fire and Emergency Medical Services, by and between the City of Puyallup and Pierce County Fire Protection District No. 11, is hereby approved, effective February 4, 2003. The Chairman of the Board of Commissioners is hereby authorized and directed to execute the agreement on behalf of the Board and the District, subject to later approval by the Puyallup City Council.

**Section 2.** As of the effective date of the agreement, and during its entire term, it is hereby directed that all fixed assets, including but not limited to fire and emergency medical services apparatus and vehicles, shall be taken out of service, not be used for any operations (including responses and training) of any sort whatsoever, and they be adequately locked and stored, so that access thereto is secured and use for any purpose

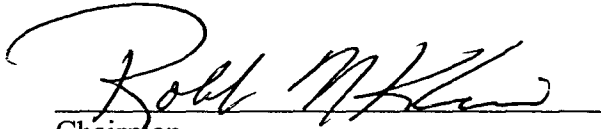
prevented, **provided** that any maintenance to assure that the assets do not encounter waste or lose function is expressly allowed.

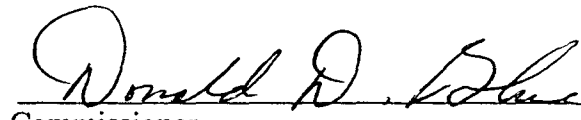
**Section 3.** Notice of adoption of this resolution shall be provided to neighboring jurisdictions, including surrounding fire departments or districts, the Washington Surveying and Rating Bureau, and any other agencies or associations deemed necessary and appropriate by the Board. The District shall cooperate with the City of Puyallup to inform the public of this change in service delivery, through the news media and otherwise, and explain the effects and financial implications of this decision.

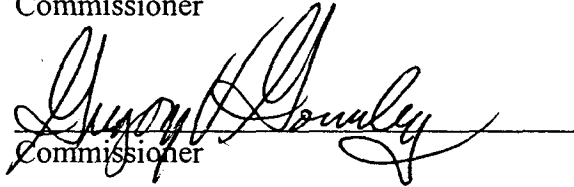
**Section 4.** The Board of Commissioners will submit to the resident electors of the District any ballot proposition necessitated by, or agreed to, in the interlocal agreement, to enable performance of the agreement.

**PIERCE COUNTY FIRE PROTECTION DISTRICT 11**

Date: January 30th, 2003

  
Chairman

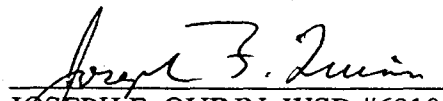
  
Commissioner

  
Commissioner

Attest:

\_\_\_\_\_  
District Secretary

Approved as to form:

  
\_\_\_\_\_  
JOSEPH F. QUINN, WSB #6810  
Attorney for District 11



**CITY OF PUYALLUP**  
**OFFICE OF THE CITY ATTORNEY**

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Municipal Administration Building  
218 West Pioneer  
Puyallup, WA 98371  
253/841-5552 • Fax 253/770-3352

February 4, 2003

*VIA FAX & US MAIL*

Mr. Joseph Quinn, Esq.  
Attorney for Pierce Co. Fire Protection Districts  
6217 Mount Tacoma Dr SW  
Lakewood, WA 98499

Re: Interlocal Agreement

Dear Mr. Quinn:

Enclosed please find two original copies of the Interlocal Agreement between the City and Pierce County Fire District #11, which was approved by Council last night. Pursuant to Section 12 of the Agreement, copies have also been forwarded for filing to the City Clerk, the District Secretary, and the County Auditor.

Very truly yours,

Sheri Thomas  
Legal Assistant

Enclosure(s)

cc: City Clerk  
District Secretary  
County Auditor