



RESOLUTION NO. U-11235

1 A RESOLUTION related to approval of interlocal agreements with Fire
2 Protection Districts for fire protection and related services outside of the
3 City Limits of Tacoma, WA.

4 WHEREAS State law at RCW 52.30.020 directs municipal corporations
5 to enter into agreements with Fire Protection Districts pursuant to the Interlocal
6 Cooperation Act (Chapter 39.34 RCW) for fire protection services necessary for
7 the protection and safety of municipal corporation personnel and property
8 outside the municipal corporation city limits, and

9 WHEREAS in 1979, the Board adopted Resolution No. U-5732
10 authorizing the Director of Utilities to enter into agreements with Fire Protection
11 Districts on a form substantially the same as that attached to the resolution, and
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13 WHEREAS Real Property services and the City Attorney's Office have
14 recently reviewed these Fire Protection Agreement forms as well as the
15 applicable laws associated with fire protection services and have determined
16 that an update is in order to continue the effective and efficient administration of
17 these Fire Protection Agreements, and
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19 WHEREAS this resolution is intended to (1) supersede and replace
20 Resolution U-5732, (2) approve the updated Fire Protection Agreement form,
21 (and (3) delegate to the Director the authority to modify and execute said
22 agreements, as approved by the City Attorney, within the cost limits set by City
23 of Tacoma Code and City of Tacoma's Purchasing Policy, and
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1 WHEREAS Chapter 39.34 RCW requires interlocal agreements to be
2 approved through appropriate action by the governing body of each contracting
3 party which, in the case of Tacoma, is understood to be the City Council, and

4 WHEREAS it is in the best interests of TPU and the City to approve the
5 use of said Fire Protection Agreements, authorize the Director to execute said
6 Fire Protection Agreements within the established procurement limits, authorize
7 the Director to modify said forms upon approval of the City Attorney, and
8 recommend that the City Council approve the form and concur with the above
9 authorizations; Now, therefore,

10 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

11 Section 1. That the Fire Protection Agreement form on file with the Clerk
12 is approved, that the Director is authorized to execute Fire Protection
13 Agreements on the approved form, that the Director is authorized to execute
14 said agreements within the procurement limits established by City Code and the
15 City of Tacoma Procurement Policy, and that the Director is authorized to
16 modify said forms upon approval of the City attorney.

17 Section 2. That the Public Utility Board requests that the City Council
18 approve the said Fire Protection Agreement form on file with the Clerk, and
19 requests that the City Council authorize the Director to execute Fire Protection
20 Agreements within the procurement limits established by City Code and the City
21 of Tacoma Procurement Policy and authorize the Director to modify said Fire
22 Protection Agreement form upon approval of the City Attorney.

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Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
Jennifer Hines, Assistant Division Manager, Public Works
FROM: Dylan Harrison, Senior Real Estate Officer, Public Works
MEETING DATE: January 27, 2021
DATE: January 15, 2021

STRATEGIC DIRECTIVE ALIGNMENT (select as many that apply):

Please indicate which of the Public Utility Board's Strategic Directives is supported by this action.

- | | |
|--|---|
| <input type="checkbox"/> SD1 – Equity & Inclusion | <input type="checkbox"/> SD8 – Telecom |
| <input checked="" type="checkbox"/> SD2 – Financial Sustainability | <input type="checkbox"/> SD9 – Economic Development |
| <input type="checkbox"/> SD3 – Rates | <input checked="" type="checkbox"/> SD10 – Government Relations |
| <input type="checkbox"/> SD4 – Stakeholder Engagement | <input type="checkbox"/> SD11 – Decarbonization/Electric Vehicles |
| <input type="checkbox"/> SD5 – Environmental Leadership | <input type="checkbox"/> SD12 – Employee Relations |
| <input type="checkbox"/> SD6 – Innovation | <input type="checkbox"/> SD13 – Customer Service |
| <input checked="" type="checkbox"/> SD7 – Reliability & Resiliency | <input type="checkbox"/> SD14 – Resource Planning |

SUMMARY: To authorize the Director of Utilities to enter into Interlocal Agreements for Fire Protection and Emergency Medical Services with each Fire District outside the City Limits of Tacoma, in which the Department of Public of Utilities has facilities requiring said protection or services on a form approved by the Board and City Council within the cost limits set by Tacoma Municipal Code and the City of Tacoma's Purchasing Policy. Further, to authorize the Director to make modifications to said form as approved by the City Attorney.

BACKGROUND: State law at RCW 52.30.020 directs municipal corporations to enter into agreements with Fire Protection Districts pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) for fire protection services necessary for the protection and safety of municipal corporation personnel and property outside the municipal corporation city limits. Further, Chapter 39.34 RCW requires interlocal agreements to be approved through appropriate action by the governing body of each contracting party.

On September 12, 1979, the TPU Board adopted Resolution No. U-5732 authorizing the Director of Utilities to enter into agreements with Fire Protection Districts for fire protection and emergency medical services in a form substantially the same as attached thereto. Resolution No. U-5732 further authorized the Director to enter into said agreements in the future provided the Board was informed of the proposed contract dollar amount prior to entry of said agreements.

Real Property Services and TPU Legal have recently reviewed the previous forms and applicable laws associated with fire protection and emergency medical services, and have determined that form changes are necessary to effectively administer future agreements with Fire Protection Districts. Thus, this resolution is intended to supersede and replace U-5732, approve an updated Fire Protection Agreement form, and authorize the Director to sign individual agreements with each Fire District outside the City Limits of Tacoma, in which the Department of Public of Utilities has facilities requiring said protection or services on a form approved by the City Attorney.



Board Action Memorandum

Additionally, the proposed resolution is intended to supersede and replace U-5732 to authorize the Director to execute said agreements within the cost limits set by the recently revised Tacoma Municipal Code and the City of Tacoma's Purchasing Policy and to authorize the Director to modify said Agreements upon approval of the City Attorney.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS TO BE COVERED.

N/A

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? Yes

ATTACHMENTS: Public Utility Board Resolution No. U-5732

CONTACT:

Primary Contact: Dylan Harrison, Senior Real Estate Officer, (253) 502-8836, dharrison@cityoftacoma.org

Supervisor's Name: Jennifer Hines, Assistant Division Manager, Public Works

Presenter (if different from primary contact): Primary Contact

Additional staff requiring a Zoom presentation link: N/A



TO: Elizabeth Pauli, City Manager
FROM: Jackie Flowers, Director of Utilities
COPY: City Council and City Clerk
SUBJECT: Resolution – Authorize the Director of Utilities to enter into Interlocal Agreements for Fire Protection and Emergency Medical Services
DATE: February 9, 2021

SUMMARY AND PURPOSE:

To authorize the Director of Utilities to enter into Interlocal Agreements (ILAs) for Fire Protection and Emergency Medical Services with each Fire District outside the City Limits of Tacoma, in which the Department of Public of Utilities has facilities requiring said protection or services on a form approved by the Board and City Council within the cost limits set by Tacoma Municipal Code and the City of Tacoma’s Purchasing Policy. Further, to authorize the Director to make modifications to said form as approved by the City Attorney.

BACKGROUND:

State law at RCW 52.30.020 directs municipal corporations to enter into agreements with Fire Protection Districts pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) for fire protection services necessary for the protection and safety of municipal corporation personnel and property outside the municipal corporation city limits. Further, Chapter 39.34 RCW requires interlocal agreements to be approved through appropriate action by the governing body of each contracting party.

On September 12, 1979, the TPU Board adopted Resolution No. U-5732 authorizing the Director of Utilities to enter into agreements with Fire Protection Districts for fire protection and emergency medical services in a form substantially the same as attached thereto. Resolution No. U-5732 further authorized the Director to enter into said agreements in the future provided the Board was informed of the proposed contract dollar amount prior to entry of said agreements.

Real Property Services and TPU Legal have recently reviewed the previous forms and applicable laws associated with fire protection and emergency medical services, and have determined that form changes are necessary to effectively administer future agreements with Fire Protection Districts. Thus, this resolution is intended to supersede and replace U-5732, approve an updated Fire Protection Agreement form, and authorize the Director to sign individual agreements with each Fire District outside the City Limits of Tacoma, in which the Department of Public of Utilities has facilities requiring said protection or services on a form approved by the City Attorney.

Additionally, the proposed resolution is intended to supersede and replace U-5732 to authorize the Director to execute said agreements within the cost limits set by the recently revised Tacoma Municipal Code and the City of Tacoma’s Purchasing Policy and to authorize the Director to modify said Agreements upon approval of the City Attorney.

COMMUNITY ENGAGEMENT/ CUSTOMER RESEARCH:



The proposed ILA form, and any future modifications, have been, and will be, developed cooperatively with Fire Protection Districts and the Fire Protection Districts have considered the needs and feedback of the community in which they serve.

2025 STRATEGIC PRIORITIES:

Equity and Accessibility:

The proposed ILA form will help TPU coordinate with various Fire Protection Districts (currently 15) throughout the region to ensure appropriate emergency services are provided to TPU structures, TPU staff, and the general public recreating on TPU property. The ILA form will allow TPU to negotiate with each District individually to meet the needs of the region. As the ILA will address properties located outside the corporate limits of the City of Tacoma, no Equity Index Scores have been identified.

Strategic goals include,

- Livability. Assure outstanding stewardship of the natural and built environment.
- Government Performance. Promote an efficient, fiscally responsible and effective government

ALTERNATIVES:

Presumably, your recommendation is not the only potential course of action; please discuss other alternatives or actions that City Council or staff could take. Please use table below.

Alternative(s)	Positive Impact(s)	Negative Impact(s)
1. Decline to Approve	None.	Risk of gaps in emergency services to TPU outside City of Tacoma limits.

EVALUATION AND FOLLOW UP:

Each ILA will be for a 5 year term, so the they will be reviewed and renegotiated regularly by the Director within the cost limits set by the recently revised Tacoma Municipal Code and the City of Tacoma’s Purchasing Policy.

STAFF/SPONSOR RECOMMENDATION:

Authorize the Director to sign and to delegate authority to the Director to negotiate individual agreements with each Fire District outside the City Limits of Tacoma, in which the Department of Public of Utilities has facilities requiring said protection or services on a form approved by the City Attorney.

FISCAL IMPACT:



City of Tacoma

City Council Action Memorandum

These ILAs will be budgeted each biennium, for a total not to exceed the cost limits set by the recently revised Tacoma Municipal Code and the City of Tacoma's Purchasing Policy. Currently, there are 15 ILAs that totaled approximately \$175,000 between 2016 and 2020.

Are there financial costs or other impacts of not implementing the legislation?

No

Will the legislation have an ongoing/recurring fiscal impact?

YES

Will the legislation change the City's FTE/personnel counts?

No

ATTACHMENTS:

Public Utility Board Resolution No. U-5732

FIRE PROTECTION DISTRICT AGREEMENT NO. [xxx]

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, [LIGHT DIVISION (d.b.a. Tacoma Power) or WATER DIVISION (d.b.a. Tacoma Water)], hereinafter called "City," and [FPD's name(s) here] hereinafter called the "FPD" entered into pursuant to RCW 52.30.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in _____ County; and

WHEREAS, RCW 52.30.020, provides that where buildings and equipment owned by municipal corporations are located within a fire protection district area, the municipal corporation and fire protection district shall contract for fire protection services necessary for the protection and safety of personnel and property pursuant to the provisions of RCW 39.34; and

WHEREAS, the Tacoma Public Utilities Board pursuant to Resolution No. U-_____ and the City Council pursuant to Resolution No. _____ has authorized the Tacoma Public Utilities Director to enter into agreements with Fire Protection Districts; and

WHEREAS, the FPD Board of Commissioners pursuant to RCW 52.12.031 has authorized _____ to enter into agreements for fire protection services and emergency medical services.

NOW, THEREFORE, pursuant to RCW 52.30.020, and in consideration of the mutual promises and covenants contained herein, it is HEREBY AGREED as follows:

TERMS AND CONDITIONS

1. AGREEMENT PERIOD

The duration of this Agreement shall be for a period of _____ commencing on the _____ . This Agreement shall be effective as of _____ ("Effective Date"). Should this Agreement be signed after the Effective Date, all terms and conditions herein shall operate retroactively to that date.

2. FIRE PROTECTION SERVICES

- a. The FPD shall provide its usual fire protection services and emergency medical services for City's personnel at the buildings, structures, and facilities owned or operated by the City's Light (or Water) Division within the FPD's boundary.
- b. The FPD and the City will cooperatively work to implement pre fire planning, hazard training and evacuation planning for City facilities designed to familiarize District personnel with the unique hazards of the City facilities and allow for the District to train City personnel in fire and hazardous material responses.
- c. The FPD shall respond to all electrical fires at any City substation, transformer or other City facilities, however, precaution shall be taken at electrical facilities to be sure the facilities are first de-energized and if necessary, appropriate retardants or

chemicals are used and appropriate action shall be taken to protect the surrounding properties.

- d. The FPD shall not be required to provide fire protection services which are performed by City staff or City equipment, the extent and nature of which shall be made known in separate written communication to FPD by the City, within thirty (30) days of the effective date of this agreement.
- e. Such fire and emergency medical services shall be rendered on the same basis as such protection is rendered to other areas within the FPD or with which the FPD has contracts, but the FPD assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous fires or medical aid calls whereby facilities of the FPD are taxed beyond its ability to render equal protection, the officers and agents of the FPD shall have discretion as to which call shall be answered first. The FPD shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls

3. FIRE PROTECTION COVERAGE FEES

- a. In consideration for said fire protection and emergency medical services as above stated, the City agrees to pay the FPD _____ DOLLARS (\$ _____) per [year/month] , as outlined in the herein attached Exhibit A.
- b. It is further agreed that if, at any time while this Agreement is in effect, the City, or any entity with which the City is a participant, is required by State or Federal law to pay any taxes, licenses, fees or payments as owner or part owner of facilities, which said taxes, licenses, fees or payments wholly or partially directly benefit FPD, and are presently not now required, then the payment to FPD pursuant to this Agreement shall be automatically reduced by an amount equal to said taxes, licenses, fees or payments actually received by the FPD.

4. Miscellaneous Provisions.

- a. 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. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.
- b. Administration. Unless the parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. The chief officers of the respective parties shall administer this Agreement jointly.
- c. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by the either party to enable it to perform the services required under this agreement shall remain the property of the acquiring party in the event of the termination of this agreement.
- d. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be

construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

- e. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.
- f. Entire Agreement. The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the Exhibits are hereby made part of this Agreement.
- g. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

[Signatures on the Following Page]

Dated this _____ day of _____, 20____.

CITY OF TACOMA

_____ COUNTY

DEPARTMENT OF PUBLIC UTILITIES

FIRE PROTECTION DISTRICT _____

By _____
Director of Utilities

By _____

Approved as to Form:

Deputy City Attorney

EXIHBIT A

FIRE PROTECTION COVERAGE FEES

Example:

Tacoma Power Building Inventory

Parcel Buildings

Parcel	Structure	Value / size	estim. levy
42226-20-6000	Powerhouse on hwy 101	\$ 1,450,000	\$1355
42226-21-60020	3 Residential structures with other associated buildings	\$ 606,365	\$ 566
42226-22-60000	Large commercial structure end of Powerhouse road	\$ 321, 205	\$ 300
Penstock building	Not to include due to accessibility		\$ 0.00
		Total	\$ 2,221

Unlisted Parcel Inventory

Building by Number

C2-02	Office	1890	\$ 236.25
C2-03	Warehouse	3,230	\$ 403.75
C2-04	Storage Garage	1,993	\$ 249.13
C2-05	Equipment Garage	1,280	\$ 160
C2-27	Wash Rack	1,200	\$ 150
SP-02	Hatchery	14, 500	\$ 1,812.50
		Total	\$ 3,011.63

SUB TOTAL

SUB TOTAL

\$5,395.63

For Known Parcel information

Fire levy 0.6877911
 EMS levy 0.2468419

Combined 0.934633 rounded to 0.935

For unknown parcel information
 used 12.5 cents per square foot



RESOLUTION NO. U-5732

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2 WHEREAS State law (RCW 52.36.020) requires that the
3 City enter into agreements with Fire Protection Districts for
4 paying said districts for providing any necessary fire
5 protection services and emergency medical services, and

6 WHEREAS the Department has facilities within the
7 boundaries of 18 Fire Protection Districts, 13 in Pierce County,
8 2 in King County, 1 in Mason County, and 2 in Lewis County, and

9 WHEREAS representatives from the districts and the
10 Department have met and the City has made an offer to each
11 district based on the value of the services the City believes it
12 will receive, and most districts have been agreeable to enter
13 into a contract with the City for 1979 calendar year based upon
14 the City's offer, and

15 WHEREAS it is in the best public interest of the City
16 to enter into said agreements which will total approximately
17 \$6,000.00 for 1979 and the contract form shall be substantially
18 the same as filed with the Clerk; Now, therefore,

19 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

20 That the Director of Utilities is hereby authorized to
21 enter into agreements with Fire Protection Districts for fire
22 protection and emergency medical services which will total
23 approximately \$6,000.00 for 1979, said contract form to be
24 substantially the same as attached hereto as approved by the
25 City Attorney, and the Director of Utilities is authorized to
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1 enter into said agreements in future years provided that the
2 Board is informed of the proposed contract dollar amounts prior
3 to entry of said agreements.

4 Approved as to form & legality: Richard J. Dolack
Chairman

5 William J. Barker
Chief Assistant City Attorney David F. Dye
Secretary

6 Jean Callison
7 Clerk Adopted September 12, 1979

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DATE Sept. 4, 1979

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
REQUEST FOR RESOLUTION

NO. 5732

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than Monday, nine days prior to the Board Meeting at which it is to be introduced.

Legal Office: Please prepare and submit printed copies to Director's Office by Thursday.

1. Preparation of a Resolution is hereby requested for the Utility Board Meeting of Wednesday, Sept. 12, 1979 to accomplish the following purpose: (Brief description - action to be taken, cost, etc. - to be read by the Clerk of the Board.)

To authorize the Director to enter into Agreements for Fire Protection and Emergency Medical Services with each Fire District outside the City Limits of Tacoma, in which the Department of Public Utilities has facilities which require fire protection. This will include Agreements with 18 Fire Districts 13 in Pierce County, 2 in King County, 1 in Mason County and 2 in Lewis County for a total cost of approximately \$6,000.00.

2. Summarized Reason for Resolution: (Why necessary, background information)

These Agreements are being entered into pursuant to R.C.W. 52.36.020, which requires tax exempt entities to enter into Agreements with existing Fire Districts where they require fire protection. The payment to each Fire District is based on the value of our facilities within each specific District. The Agreements are for a one-year period and will be subject to negotiations annually due to additional construction or removal and relocation of facilities. The Light, Water and Belt Line Divisions have reviewed the proposed Agreements and recommend securing the fire protection and emergency medical services offered.

3. Summary Title for Utility Board Agenda: (Not to exceed twenty-five words)

Agreements for Fire Protection and Emergency Medical Services

4. Attachments for Detailed Background Information:

- a. Proposed Agreement
- b. Listing of Fire Districts and Payments
- c.

5. Additional Data or Comments:

Funds for this purpose were not included in the 1979 budgets of the Light, Water or Belt Line Divisions, but arrangements have been made to pay these funds from the current operating budgets of each Division. Each Division will budget for Fire Protection in future years.

6. Funds for this purpose totaling \$ _____ are included in the 19 _____ budget of the _____ Division, (See page/s _____). The estimated expenditures against this budget item will total \$ _____ including the cost of this recommended action, leaving an unexpended balance of \$ _____ Does NOT apply

7. Deviations requiring Special Waivers:

None

passed 40

Originated by: M. J. Cleary
M. J. Cleary
Section Head

Requested by: James E. Thompson
Jack Kanan, John A. Rottler
Jack Kanan, John A. Rottler
Division Head

Approved: Paul J. Nolan
Paul J. Nolan
Director of Utilities

PROPOSED AGREEMENT

FIRE PROTECTION CONTRACT BETWEEN CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES AND PIERCE CO. FIRE PROTECTION DISTRICT NO. ____

1 For the period commencing

2 And ending on

3 This agreement between the CITY OF TACOMA, DEPARTMENT
4 OF PUBLIC UTILITIES (hereinafter called the "City") and Pierce
5 County Fire Protection District No. ____ (hereinafter called the
6 "FPD") entered into pursuant to RCW 52.36.020,

6 WITNESSETH:

7 1. The FPD shall provide its usual fire protection
8 services and emergency medical services for City's personnel at
9 the buildings, structures, and facilities owned or operated by
10 the City's Light and Water Divisions, within the FPD's
11 boundaries.

10 The FPD shall respond to all electrical fires at
11 any City substation, transformer or other City facilities,
12 however, precaution shall be taken at electrical facilities to
13 be sure the facilities are first de-energized and if necessary,
14 appropriate retardants or chemicals are used and appropriate
15 action shall be taken to protect the surrounding properties.

14 The FPD shall not be required to provide fire pro-
15 tection services which are performed by City staff or City
16 equipment, the extent and nature of which shall be made known
17 in separate written communication to FPD by the City, within
18 thirty (30) days of the effective date of this agreement.

17 2. In consideration for said fire protection and
18 emergency medical services to be provided for the ensuing
19 period, as above stated, the City shall pay to FPD the sum
20 of ____ per year.

19 Provided that, if at any time while this agreement
20 is in effect, the City, or any entity with which the City is a
21 participant, is required by State or Federal law to pay any
22 taxes, licenses, fees or payments as owner or part owner of
23 facilities, which said taxes, licenses, fees or payments wholly
24 or partially benefit FPD, and are presently not now required,
25 then the payment to FPD pursuant to this agreement shall be
26 automatically reduced by an amount equal to said taxes,
27 licenses, fees or payments.

24 Dated this ____ day of _____, 19 .

25 PIERCE COUNTY FIRE
26 PROTECTION DISTRICT NO. ____

CITY OF TACOMA, DEPARTMENT OF
PUBLIC UTILITIES

27 _____
28 Commissioner

By _____
Paul J. Nolan
Director of Utilities

COUNTY FIRE PROTECTION DISTRICTS

<u>COUNTY</u>	<u>DISTRICT</u>	<u>LOCATION</u>	<u>PROTECTION FEES</u>	
Pierce	2	Clover Park	\$	759.47
"	3	University Place		440.80
"	4	Midland		326.86
"	5	Gig Harbor		156.31
"	6	Brookdale		317.33
"	7	Loveland		314.60
"	9	Collins Road-McMillin(*\$427.78)		519.22 (**\$91.44)
"	10	Fife (*\$271.00)		785.00 (***\$514.00)
"	14	Pioneer Way		55.32
"	15	Alder		360.94
"	16	Rocky Bay		119.53
"	17	Roy		164.50
"	21	Graham		246.40
Lewis	3	Mossyrock		100.02
"	8	Mayfield		649.45
Mason	1	Hoodsport		287.18
King	47	Headworks		208.94 (**)
"	Enumclaw	Enumclaw		112.40 (**)
			TOTAL	\$ 5,924.27
Light Division	*	\$4,997.49		
Water Division	**	412.78		
Belt Line Division	***	<u>514.00</u>		
TOTAL		\$5,924.27		

PROPOSED AGREEMENT

FIRE PROTECTION CONTRACT BETWEEN CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES AND PIERCE CO. FIRE PROTECTION DISTRICT NO. ____

1 For the period commencing

2 And ending on

3 This agreement between the CITY OF TACOMA, DEPARTMENT
4 OF PUBLIC UTILITIES (hereinafter called the "City") and Pierce
5 County Fire Protection District No. ____ (hereinafter called the
"FPD") entered into pursuant to RCW 52.36.020,

6 WITNESSETH:

7 1. The FPD shall provide its usual fire protection
8 services and emergency medical services for City's personnel at
9 the buildings, structures, and facilities owned or operated by
the City's Light and Water Divisions, within the FPD's
boundaries.

10 The FPD shall respond to all electrical fires at
11 any City substation, transformer or other City facilities,
12 however, precaution shall be taken at electrical facilities to
13 be sure the facilities are first de-energized and if necessary,
appropriate retardants or chemicals are used and appropriate
action shall be taken to protect the surrounding properties.

14 The FPD shall not be required to provide fire pro-
15 tection services which are performed by City staff or City
16 equipment, the extent and nature of which shall be made known
17 in separate written communication to FPD by the City, within
18 thirty (30) days of the effective date of this agreement.

19 2. In consideration for said fire protection and
20 emergency medical services to be provided for the ensuing
21 period, as above stated, the City shall pay to FPD the sum
22 of _____ per year.

23 Provided that, if at any time while this agreement
24 is in effect, the City, or any entity with which the City is a
25 participant, is required by State or Federal law to pay any
26 taxes, licenses, fees or payments as owner or part owner of
27 facilities, which said taxes, licenses, fees or payments wholly
28 or partially benefit FPD, and are presently not now required,
29 then the payment to FPD pursuant to this agreement shall be
30 automatically reduced by an amount equal to said taxes,
licenses, fees or payments.

Dated this ____ day of _____, 19 ____

25 PIERCE COUNTY FIRE
26 PROTECTION DISTRICT NO. ____

CITY OF TACOMA, DEPARTMENT OF
PUBLIC UTILITIES

27 _____
28 Commissioner

By _____
Paul J. Nolan
Director of Utilities

COUNTY FIRE PROTECTION DISTRICTS

<u>COUNTY</u>	<u>DISTRICT</u>	<u>LOCATION</u>	<u>PROTECTION FEES</u>	
Pierce	2	Clover Park	\$ 759.47	
"	3	University Place	440.80	
"	4	Midland	326.86	
"	5	Gig Harbor	156.31	
"	6	Brookdale	317.33	
"	7	Loveland	314.60	
"	9	Collins Road-McMillin(*\$427.78)	519.22	(**\$91.44)
"	10	Fife	785.00	(***\$514.00)
"	14	Pioneer Way (*\$271.00)	55.32	
"	15	Alder	360.94	
"	16	Rocky Bay	119.53	
"	17	Roy	164.50	
"	21	Graham	246.40	
Lewis	3	Mossyrock	100.02	
"	8	Mayfield	649.45	
Mason	1	Hoodsport	287.18	
King	47	Headworks	208.94	(**)
"	Enumclaw	Enumclaw	112.40	(**)
			<hr/>	
			TOTAL	\$ 5,924.27
Light Division	*	\$4,997.49		
Water Division	**	412.78		
Belt Line Division	***	514.00		
TOTAL			\$5,924.27	