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AGREEMENT FOR FIRE DEPARTMENT SERVICES

This Agreement is entered into between the CITY OF FIRCREST, a municipal corporation (Fircrest), and the CITY OF TACOMA, a municipal corporation (Tacoma) in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.

Fircrest and Tacoma 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 Fircrest and Tacoma have determined that it is in the best interests of the parties to provide fire department services through the Tacoma Fire Department and to terminate the operations of the Fircrest Fire 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 Fire Chief of the Tacoma Fire Department or the Chief's designee.
2. **Term.** This Agreement shall be effective sixty days after the date of execution or as agreed by both parties 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 Tacoma.** Tacoma shall provide fire prevention, fire suppression, emergency medical and hazardous material incident response services to all properties and persons within Fircrest. The services shall be provided on the same basis as similar services are provided within Tacoma, but Tacoma 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 Fircrest station service area whereby the facilities and personnel at the station are taxed beyond their ability to render equal protection, the officers and agents of Tacoma following established dispatch protocol 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. Tacoma

shall furnish all personnel and equipment required to perform the services provided under this Agreement.

4. **Fircrest Station Staffing.** Tacoma shall routinely maintain the following staffing and vehicles at the Fircrest station:
 - 4.1. A minimum of three fire fighters at all times. At such time as a trained paramedic becomes available, estimated as September 1, 1996, one of the three fire fighters shall be a paramedic.
 - 4.2. One triple combination 1500 GPM pumper or comparable vehicle.
 - 4.3. The vehicles assigned to the Fircrest station will be appropriately marked to show identification with Fircrest. Tacoma recognizes that Fircrest has a preference for red colored vehicles.

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

5. **Response Procedures.** Tacoma will provide response services within the Fircrest City limits consistent with existing Tacoma response procedures and with such improved procedures that may be initiated from time to time by Tacoma in the future. At the present time the response services shall include the following:
 - 5.1. Basic life support engine with defibrillator equipment with three fire fighters assigned including a paramedic after completion of paramedic training as described in paragraph 4.1.
 - 5.2. A transport capable medic unit with two fire fighter/paramedics to all advanced life support emergencies.
 - 5.3. An engine company and one basic life support transport capable vehicle to all basic life support incidents.
 - 5.4. A hazardous materials response team to hazardous material incidents.
 - 5.5. Three engine companies, one ladder truck company, one medic unit and a command vehicle to all structural alarms. On commercial alarms an additional engine and ladder truck company will be dispatched.
 - 5.6. Fire prevention and fire investigation services including fire cause and origin determinations conducted in conjunction with the

Fircrest Police Department. Tacoma shall not be responsible for code enforcement in Fircrest.

- 5.7. The required fire flow for the City of Fircrest will be maintained or exceeded.
- 5.8. Dispatch services for fire and emergency medical service calls.
- 5.9. The commitment of Tacoma is to provide all Fire Department services at the same level as those services are provided in all areas of Tacoma and those areas that Tacoma serves by contract. The Tacoma Fire Department is extending its area of Department services. All Department services are provided to Fircrest whether specifically enumerated in this Agreement or not. For informational purposes and not as an extension or limitation of services to be provided to Fircrest the following is a description of some of the services that the Department provides.

Emergency medical services are provided under the Pierce County Medical Program Director's established standards and protocol. Fire Department services are provided under the established written operating standards and procedures of the Department. In the event fire or medical vehicles and personnel regularly assigned to the Fircrest station are not available when an emergency occurs, the closest available vehicles and personnel will be dispatched to Fircrest station service area emergencies. The Tacoma Fire Department regularly provides fire safety education programs, CPR instruction and classes, fire and life safety plan reviews, fire and life safety building inspections and participation in community activities which will include Fircrest Fun Days, annual Tree Lighting Ceremonies, City-wide Santa on Fire Engine Tour, station tours, fire prevention education in schools, blood pressure checks, etc..

6. **Payment by Fircrest for Services.** In consideration for the services provided by Tacoma, Fircrest shall provide the use of its station facilities as defined and provided for in paragraph 10 to Tacoma and shall pay an annual service charge to Tacoma. The service charge for 1995 shall be \$163,202. The service charge for 1996 shall be \$369,219. Subsequent annual service charges shall be adjusted as provided in paragraph 7. The annual service charge shall be paid by Fircrest to Tacoma in monthly installments. A statement showing the itemization of the components of the annual service charge between medical service costs and fire service costs shall be prepared annually by Tacoma and provided to Fircrest. Fircrest shall also pay to Tacoma the fire plan review portion of the building permit fees collected by Fircrest.

7. **Cost of Living Increase in Base Charge.** As promptly as practicable at the end of each year during the term of this Agreement, Tacoma shall compute the increase, if any, in the cost of living, using as the basis of such computation the "Consumer Price Indexes-Pacific Cities and U.S. City Average (1982-84=100), Urban Wage Earners and Clerical Workers, Seattle Area" referred to as the Index, published by the Bureau of Labor Statistics of the United States Department of Labor.

The Index number in the column for Seattle, entitled "all items," for the first half of 1995, shall be the "base Index number" and the corresponding Index number on each anniversary of this Agreement shall be the current Index number.

The increase in the cost of living on each anniversary of this Agreement shall be determined by dividing the current Index number (CIN) by the base Index number (BIN), and subtracting the integer 1 from the quotient, in accordance with the following formula:

$$\text{Increase in cost of living} = \left(\frac{\text{CIN}}{\text{BIN}} \right) - 1.$$

The percentage of increase in the cost of living, multiplied by the 1996 annual charge shall be the increase required to be determined by paragraph 6.

Appropriate adjustment shall be promptly made in case there is a published amendment of the Index figures upon which the computation is based.

If publication of the Consumer Price Index is discontinued, the parties shall accept comparable statistics on the cost of living for the City of Seattle as computed and published by an agency of the United States or by a responsible financial periodical of recognized authority to be selected by the parties.

8. **Ambulance Transportation Charges.** Fircrest agrees to adopt an ALS ambulance transportation charge, a resident credit authorization ordinance and schedule consistent with the relevant and applicable City of Tacoma Ordinances as now in force or as may be hereafter adopted.
9. **Transfer of Fircrest Fire Fighter Personnel.** The two career Fircrest fire fighter employees shall become employees of Tacoma. Tacoma shall be the employer of all personnel required to perform the services provided for in this Agreement. The parties agree that no Fircrest 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. In the event of the termination of the Agreement and the lay off by Tacoma of former Fircrest personnel, Fircrest shall re-employ the terminated employees provided that Fircrest reestablishes its own fire department, has sufficient resources and that the personnel are qualified.

10. Fircrest Station. Tacoma shall have the use and occupancy of the Fircrest station in the areas identified on the attached floor plan marked Exhibit B, with the exception that there shall be joint use of the current kitchen facilities until completion of the necessary Police Department remodeling of its designated area which shall be completed within ninety (90) days of the effective date of this Agreement unless extended by mutual agreement of the parties. The use of the station by Tacoma during the term of the Agreement shall be to conduct fire department operations under the following conditions:

10.1 Tacoma shall remodel the Fircrest station at a cost not greater than \$100,000.00. The plans and specifications for the remodeling shall be subject to the reasonable approval of the City Council of Fircrest.

10.2 Tacoma will pay all expenses required for the use and occupancy of the station including heating costs, utility services, assessments, interior repairs and maintenance. Fircrest shall remain responsible for all maintenance and repairs to the exterior of the building and grounds.

10.3 Tacoma shall maintain the portion of the station and real property it occupies in a neat and clean condition at all times.

10.4 Fircrest shall retain the right to use a portion of the station for the Fircrest Police Department operations until a decision is made by the Fircrest City Council to provide Police Department station facilities elsewhere. It is understood that when Police Department operations require facilities of a larger scale that the Fircrest City Council shall review all options available for relocation. Upon relocation of the Police Department the eventual use of the station shall be exclusively for emergency management services and Tacoma Fire Department purposes. During the joint use period the parties agree to cooperate in the allocation of space in the building and parking areas to accommodate the needs of each party. The use of the station by each party shall not intentionally interfere with the operations of the other party. In the event the Fircrest City Council has not made a decision regarding the relocation of the Police Department within five

years from the beginning of the term of this Agreement, the parties agree to review the needs of the parties and renegotiate the allocation of the station space if necessary recognizing that the present space allocation to the Tacoma Fire Department is the minimum space necessary for the operations of the Fire Department.

- 10.5 The current signage on the station will be retained with the addition of the marking "Station 17".
- 10.6 At the expiration of the term of the Agreement Tacoma shall return the use and occupancy of the station as remodeled to Fircrest. The station shall be in a clean and operable condition.
11. **Purchase of Fircrest Equipment.** Tacoma shall purchase the Fircrest vehicles as listed on Exhibit A attached to this Agreement including all equipment installed or carried on the vehicles including six sets of MSA MMR packs with face pieces and two bottles each on the Telesquirt, Seagrave and Collins Rescue, excluding all 3.5" hose and hose fittings, portable radios and wooden backboards for the sum of \$252,000. Tacoma shall also purchase the breathing apparatus and other equipment listed on Exhibit A for the sum of \$6,370. Payment in full of the purchase price shall be made by Tacoma within thirty days of receipt of an invoice following the date of execution of this Agreement by both parties. Tacoma shall be responsible for applicable transfer taxes and transfer fees.
12. **Equipment to be Supplied by Fircrest.** As part of the consideration for the services provided by Tacoma Fircrest agrees to provide to Tacoma all building fixtures located in the Fircrest station occupied by the Tacoma Fire Department as described in exhibit B attached to this Agreement.
13. **Fircrest City Council.** Tacoma shall provide the Fircrest City Council with a monthly written report of Fire Department activities within Fircrest. The Chief of the Fire Department and the City Council shall annually review and evaluate the Fire Department operations conducted in Fircrest. The review shall include the effect of new construction and development in Fircrest and the need, if any, for additional facilities, equipment and personnel for service to Fircrest.
14. **Reporting.** The Chief of the Tacoma Fire Department or the Chief's designee shall attend all regular and special meetings of Fircrest City Council when requested to do so by the City Manager. In the event of a major fire or news worthy medical emergency in Fircrest, Tacoma shall make a reasonable effort to contact the Fircrest City Manager, at home if necessary, but no later than the first business day after the incident and

provide a verbal or written report conveying all known factual information relating to the incident.

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. **Fircrest Insurance.** Fircrest shall provide insurance coverage for all facilities, equipment and personnel of Fircrest. The insurance coverage shall include all risk property insurance, insuring the fire station at replacement cost and general liability insurance, including errors and omissions coverage. Fircrest shall furnish to Tacoma appropriate documentation showing that such coverage is in effect.
17. **Tacoma Insurance.** Tacoma shall provide insurance coverage for all equipment and personnel of Tacoma and for all operations of the Tacoma Fire Department conducted in Fircrest. The insurance coverage shall include all risk property insurance, insuring the fire station contents at replacement cost and general liability insurance, including errors and omissions coverage. Tacoma shall furnish to Fircrest appropriate documentation showing that such coverage is in effect.
18. **Maps.** Fircrest shall furnish the Tacoma Fire Department a proper chart or map showing all roads and hydrants, and shall keep such map up-to-date as changes and alterations are made.
19. **Map Change Notification.** Fircrest agrees to notify the Tacoma Fire Department by telephone and in writing in the event Fircrest shall make any changes in the road or street network within Fircrest, shall temporarily or permanently close any road or street to vehicular traffic or shall become aware of any changes or interruptions in the water service to any area within Fircrest.
20. **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. It is expressly understood that unless both parties agree to the renegotiated terms, the Agreement shall continue in full force without modification.

- 21. 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.

21.1 Notice to Tacoma shall be sent to:

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

21.2 Notice to Fircrest shall be sent to:

City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466-6999

- 22. Arbitration.** Any controversy which shall arise between Tacoma and Fircrest 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 Tacoma, one by Fircrest 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.
- 23. Litigation or Arbitration Costs and Fees.** In the event of litigation or arbitration 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 or arbitrators.
- 24. 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: Aug. 10, 1995.

City of Tacoma

By: [Signature]
City Manager

By: [Signature]
Fire Chief

City of Fircrest

By: [Signature]
Mayor

By: [Signature]
City Clerk

Approved as to Form

By: [Signature]
City Attorney

Approved as to Form

By: [Signature]
City Attorney

Attest:

By: [Signature]
ACTIVE City Clerk

Attest:

By: [Signature]

9018

By: [Signature]
Finance Director

By: [Signature]
Risk Manager