

## **AMENDMENT NO. 1 TO Agreement for Consolidation of Fire Department Operations and Facilities**

**THIS AMENDMENT** is made and entered into effective as of the 1st day of March, 2019 (“Effective Date”), by and between the **CITY OF TACOMA**, (hereinafter called the “CITY”) and **PIERCE COUNTY FIRE DISTRICT 10** (hereinafter called the “the DISTRICT”).

**WHEREAS** the CITY and the DISTRICT entered into an interlocal agreement (hereinafter “Agreement”) on or about July 13, 1994, to consolidate fire department operations, and

**WHEREAS** the CITY and the DISTRICT desire to amend the Agreement in order to authorize the CITY to assess fees and penalties within the Fire District consistent with those within the boundaries of Tacoma, per the provisions of the Tacoma Municipal Code (“TMC”),

**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. In addition to the payments made by the DISTRICT to the CITY for services provided pursuant to the provisions of Section 4 of the Agreement, the CITY shall be authorized to assess annual inspection fees from owners and/or occupants of commercial, industrial and multi-family businesses within the boundaries of Pierce County Fire District 10 in the same manner as indicated in TMC 3.09.950. Adjustments to the fees shall occur annually as provided in TMC 3.09.015 or as established by legislative action of the Tacoma City Council to apply to owners and/or occupants of commercial, industrial and multi-family businesses within the service area of the Tacoma Fire Department.
2. If authorized by the City, the CITY also shall be authorized to charge a penalty for non-emergent lift assistance in State licensed care facilities located within the Fire District, per the provisions of TMC 6B.50.070.
3. If authorized by the CITY, the CITY shall be authorized to charge a penalty for false fire alarms in residential and commercial facilities in the Fire District consistent with the provisions of TMC 3.06.005.
4. If authorized by the CITY, the CITY or the CITY’s contractor shall be authorized to charge a fee for their services to third party firms engaged in the testing, maintenance and repair of commercial fire alarm systems within the Fire District, per the provisions of TMC 3.09.040.
5. All other terms of the Agreement shall remain in full force and effect, unaltered by this Amendment.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment effective as of the Effective Date first written above.

**CITY OF TACOMA**

**PIERCE COUNTY FIRE DISTRICT 10**

\_\_\_\_\_  
Elizabeth Pauli, City Manager

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Greg Wambold, Fire Commissioner

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James P. Duggan, Fire Chief

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Dan Nelson, Fire Commissioner

Approved:

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Dorothy Kephart, Fire Commissioner

\_\_\_\_\_  
Finance Director

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

Attest:

\_\_\_\_\_  
City Clerk