

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

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\$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