

FIRE PROTECTION DISTRICT AGREEMENT No. A3259

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d. b. a. "Tacoma Power"), hereinafter called "City," and **LEWIS COUNTY FIRE PROTECTION DISTRICT NO. 3**, hereinafter called the "FPD" entered into pursuant to RCW 52.36.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in Lewis County.

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 Utility Board pursuant to Resolution No. U-5732 and Motion No. 92-01 has authorized the Tacoma Public Utility Director to enter into agreements with Fire Protection Districts; and

WHEREAS, The FPD Massyrock Fire Dept. [Authority]
pursuant to Fire Protection [Authorization Document]
has authorized Commissioners [Authorized Individual]
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 Five (5) years, commencing on the 1st day of January 2021. Should this Agreement be signed after January 1, 2021, 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 Division within the FPD's boundary.
- b. 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.
- c. 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.

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 ONE THOUSAND THREE HUNDRED FORTY-TWO and 14/100 DOLLARS (\$1,342.14) (base amount) for the year 2021.
- b. Beginning in 2022 and for the remainder of this Agreement, the City agrees to pay the FPD the 2021 base amount as adjusted by the prior year's average annual Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma, WA, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.
- c. The adjustment calculation for 2022 and future years using the "average annual CPI multiplier" shall be made using the following formula:


$$\begin{array}{rcl} \text{2021} & & \text{2021 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ \text{PAYMENT} & \times & \text{2020 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ & & = \text{2022 ANNUAL} \\ & & \text{PAYMENT AMOUNT} \end{array}$$

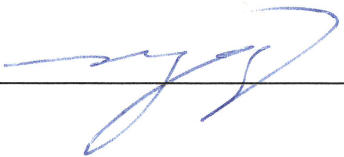
- d. It is further agreed that if, at any time while this Agreement is in effect, the City, or any entity with which the City is a participant, is required by State or Federal law to pay any taxes, licenses, fees or payments as owner or part owner of facilities, which said taxes, licenses, fees or payments wholly or partially 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.

Dated this 11th day of November, 2020.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

LEWIS COUNTY
FIRE PROTECTION DISTRICT NO. 3

By  05/12/2021
Jackie Flowers
Director of Utilities

By 


Chris Robinson
Power Superintendent



Approved as to Form:

Mike Smith
Deputy City Attorney

FIRE PROTECTION DISTRICT AGREEMENT No. A3260

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d. b. a. "Tacoma Power"), hereinafter called "City," and LEWIS COUNTY FIRE PROTECTION DISTRICT NO. 8, hereinafter called the "FPD" entered into pursuant to RCW 52.36.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in Lewis County.

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 Utility Board pursuant to Resolution No. U-5732 and Motion No. 92-01 has authorized the Tacoma Public Utility Director to enter into agreements with Fire Protection Districts; and

WHEREAS, The FPD Lewis Co FPD8 [Authority]
pursuant to 52.14.100 [Authorization Document]
has authorized BOARD OF FIRE COMMISSIONERS [Authorized Individual]
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 Five (5) years, commencing on the 1st day of January 2021. Should this Agreement be signed after January 1, 2021, 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 Division within the FPD's boundary.
- b. 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.
- c. 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.

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 NINE THOUSAND TEN AND 75/100 DOLLARS (\$9,010.75) (base amount) for the year 2021.
- b. Beginning in 2022 and for the remainder of this Agreement, the City agrees to pay the FPD the 2021 base amount as adjusted by the prior year's average annual Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma, WA, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.
- c. The adjustment calculation for 2022 and future years using the "average annual CPI multiplier" shall be made using the following formula:

$$\begin{array}{rcl} \text{2021} & & \text{2021 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ \text{PAYMENT} & \times & \text{2020 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ & & = \text{2022 ANNUAL PAYMENT AMOUNT} \end{array}$$

- d. 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 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.

Dated this 12 day of November 2020

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

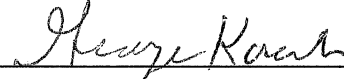
By  05/12/2021
Jackie Flowers
Director of Utilities


Chris Robinson
Power Superintendent

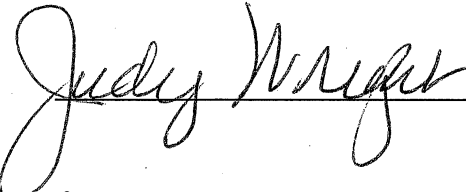
Approved as to Form:

Mike Smith
Deputy City Attorney

LEWIS COUNTY
FIRE PROTECTION DISTRICT NO. 8
Commissioners

By 




2

FIRE PROTECTION DISTRICT AGREEMENT No. A3261

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d. b. a. "Tacoma Power"), hereinafter called "City," and LEWIS COUNTY FIRE PROTECTION DISTRICT NO. 14, hereinafter called the "FPD" entered into pursuant to RCW 52.36.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in Lewis County.

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 Utility Board pursuant to Resolution No. U-5732 and Motion No. 92-01 has authorized the Tacoma Public Utility Director to enter into agreements with Fire Protection Districts; and

WHEREAS, The FPD Board of Commissioners [Authority]
pursuant to Minutes- Approved and Signed [Authorization Document]
has authorized R. John Pollman, Chairman [Authorized Individual]
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 Five (5) years, commencing on the 1st day of January 2021. Should this Agreement be signed after January 1, 2021, 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 Division within the FPD's boundary.
- b. 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.
- c. 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.

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 SEVEN HUNDRED TEN AND 55/100 DOLLARS (\$710.55) (base amount) for the year 2021.
- b. Beginning in 2022 and for the remainder of this Agreement, the City agrees to pay the FPD the 2021 base amount as adjusted by the prior year's average annual Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma, WA, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.
- c. The adjustment calculation for 2022 and future years using the "average annual CPI multiplier" shall be made using the following formula:


$$\begin{array}{rcl} \text{2021} & & \text{2021 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ \text{PAYMENT} & \times & \text{2020 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ & & = \text{2022 ANNUAL PAYMENT AMOUNT} \end{array}$$

- d. 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 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.

Dated this 12th day of November, 2020.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES


By  05/12/2021
Jackie Flowers
Director of Utilities

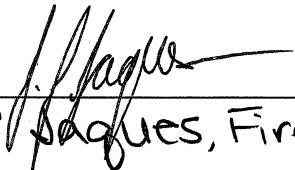

Chris Robinson
Power Superintendent

Approved as to Form:

Mike Smith
Deputy City Attorney

LEWIS COUNTY
FIRE PROTECTION DISTRICT NO. 14

By 
R. John Pollman, Chairman


Jeff Jacques, Fire Chief

FIRE PROTECTION DISTRICT AGREEMENT No. A3263

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d. b. a. "Tacoma Power"), hereinafter called "City," and **PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 3**, hereinafter called the "FPD" entered into pursuant to RCW 52.36.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in Pierce County.

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 Utility Board pursuant to Resolution No. U-5732 and Motion No. 92-01 has authorized the Tacoma Public Utility Director to enter into agreements with Fire Protection Districts; and

WHEREAS, The FPD No. 3 [Authority]
pursuant to Resolution 090115-012. [Authorization Document]
has authorized Board of Fire Commissioners [Authorized Individual]
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 Five (5) years, commencing on the 1st day of January 2021. Should this Agreement be signed after January 1, 2021, 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 Division within the FPD's boundary.
- b. 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.
- c. 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.

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 FOUR THOUSAND FIVE HUNDRED FIFTY THREE and 82/100 DOLLARS (\$4,553.82) (base amount) for the year 2021.
- b. Beginning in 2022 and for the remainder of this Agreement, the City agrees to pay the FPD the 2021 base amount as adjusted by the prior year's average annual Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma, WA, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.
- c. The adjustment calculation for 2022 and future years using the "average annual CPI multiplier" shall be made using the following formula:

$$\begin{array}{rcl} \text{2021} & & \text{2021 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ \text{PAYMENT} & \times & \text{2020 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ & & = \text{2022 ANNUAL} \\ & & \text{PAYMENT AMOUNT} \end{array}$$

- d. 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 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.

Dated this 15 day of JANUARY, 2021.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

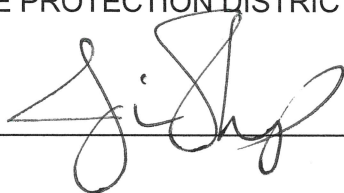
By  05/12/2021
Jackie Flowers
Director of Utilities


Chris Robinson
Power Superintendent

Approved as to Form:

Mike Smith
Deputy City Attorney

PIERCE COUNTY
FIRE PROTECTION DISTRICT NO. 3

By 

FIRE PROTECTION DISTRICT AGREEMENT No. A3264

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d. b. a. "Tacoma Power"), hereinafter called "City," and **PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 5**, hereinafter called the "FPD" entered into pursuant to RCW 52.36.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in Pierce County.

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 Utility Board pursuant to Resolution No. U-5732 and Motion No. 92-01 has authorized the Tacoma Public Utility Director to enter into agreements with Fire Protection Districts; and

WHEREAS, The FPD BOARD OF COMMISSIONERS [Authority]
pursuant to 6/27/11 MOTION [Authorization Document]
has authorized FIRE CHIEF / BURGESS [Authorized Individual]
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 Five (5) years, commencing on the 1st day of January 2021. Should this Agreement be signed after January 1, 2021, 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 Division within the FPD's boundary.
- b. 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.
- c. 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.

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 FIVE HUNDRED NINETY-THREE and 04/100 DOLLARS (\$593.04) (base amount) for the year 2021.
- b. Beginning in 2022 and for the remainder of this Agreement, the City agrees to pay the FPD the 2021 base amount as adjusted by the prior year's average annual Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma, WA, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.
- c. The adjustment calculation for 2022 and future years using the "average annual CPI multiplier" shall be made using the following formula:


$$\begin{array}{rcl} \text{2021} & & \text{2021 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ \text{PAYMENT} & \times & \text{2020 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ & & = \text{2022 ANNUAL} \\ & & \text{PAYMENT AMOUNT} \end{array}$$


- d. 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 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.


Dated this 13 day of November, 2020.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

PIERCE COUNTY
FIRE PROTECTION DISTRICT NO. 5

By  05/12/2021
Jackie Flowers
Director of Utilities

By 
John E. Burgess, Fire Chief


Chris Robinson
Power Superintendent

Approved as to Form:

Mike Smith
Deputy City Attorney

FIRE PROTECTION DISTRICT AGREEMENT No. A3265

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d. b. a. "Tacoma Power"), hereinafter called "City," and **PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 6**, hereinafter called the "FPD" entered into pursuant to RCW 52.36.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in Pierce County.

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 Utility Board pursuant to Resolution No. U-5732 and Motion No. 92-01 has authorized the Tacoma Public Utility Director to enter into agreements with Fire Protection Districts; and

WHEREAS, The FPD Central Pierce Fire & Rescue [Authority]
pursuant to 52.14.100 [Authorization Document]
has authorized Board of Fire Commissioners [Authorized Individual]
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 Five (5) years, commencing on the 1st day of January 2021. Should this Agreement be signed after January 1, 2021, 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 Division within the FPD's boundary.
- b. 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.
- c. 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.

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 FIVE THOUSAND EIGHT HUNDRED FOUR and 65/100 DOLLARS (\$5,804.65) (base amount) for the year 2021.
- b. Beginning in 2022 and for the remainder of this Agreement, the City agrees to pay the FPD the 2021 base amount as adjusted by the prior year's average annual Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma, WA, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.
- c. The adjustment calculation for 2022 and future years using the "average annual CPI multiplier" shall be made using the following formula:


$$\begin{array}{rcl} \text{2021} & & \text{2021 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ \text{PAYMENT} & \times & \text{2020 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ & & = \text{2022 ANNUAL PAYMENT AMOUNT} \end{array}$$


- d. 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 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.

Dated this 14th day of December, 2020.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

PIERCE COUNTY
FIRE PROTECTION DISTRICT NO. 6

By  05/12/2021
Jackie Flowers
Director of Utilities

By 
Chair-Board of Commissioners


Chris Robinson
Power Superintendent

Approved as to Form:


Deputy City Attorney

FIRE PROTECTION DISTRICT AGREEMENT NO. A3266

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d. b. a. "Tacoma Power"), hereinafter called "City," and **PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 10**, hereinafter called the "FPD" entered into pursuant to RCW 52.36.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in Pierce County.

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 Utility Board pursuant to Resolution No. U-5732 and Motion No. 92-01 has authorized the Tacoma Public Utility Director to enter into agreements with Fire Protection Districts; and

WHEREAS, The FPD Board of Commissioners [Authority]
pursuant to Meeting minutes of 12/18/2020 Motion [Authorization Document]
has authorized Tami Harris [Authorized Individual]
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 Five (5) years, commencing on the 1st day of January 2021. Should this Agreement be signed after January 1, 2021, 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 Division within the FPD's boundary.
- b. 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.
- c. 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.

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 TWO THOUSAND NINE HUNDRED SEVENTY-EIGHT and 29/100 DOLLARS (\$2,978.29) (base amount) for the year 2021.
- b. Beginning in 2022 and for the remainder of this Agreement, the City agrees to pay the FPD the 2021 base amount as adjusted by the prior year's average annual Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma, WA, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.
- c. The adjustment calculation for 2022 and future years using the "average annual CPI multiplier" shall be made using the following formula:

$$\begin{array}{rcl} \text{2021} & & \text{2021 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ \text{PAYMENT} & \times & \text{2020 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ & & = \text{2022 ANNUAL} \\ & & \text{PAYMENT AMOUNT} \end{array}$$

- d. 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 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.


Dated this 8th day of December, 2020.

CITY OF TACOMA

PIERCE COUNTY

DEPARTMENT OF PUBLIC UTILITIES

FIRE PROTECTION DISTRICT NO. 10

By  05/12/2021
Jackie Flowers
Director of Utilities

By 


Chris Robinson
Power Superintendent

Approved as to Form:


Deputy City Attorney

FIRE PROTECTION DISTRICT AGREEMENT No. A3267

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d. b. a. "Tacoma Power"), hereinafter called "City," and **PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 14**, hereinafter called the "FPD" entered into pursuant to RCW 52.36.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in Pierce County.

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 Utility Board pursuant to Resolution No. U-5732 and Motion No. 92-01 has authorized the Tacoma Public Utility Director to enter into agreements with Fire Protection Districts; and

WHEREAS, The FPD Pierce County Fire District #14 [Authority]
pursuant to Board Motion 12/14/2020 [Authorization Document]
has authorized Kiva Thirkield [Authorized Individual]
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 Five (5) years, commencing on the 1st day of January 2021. Should this Agreement be signed after January 1, 2021, 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 Division within the FPD's boundary.
- b. 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.
- c. 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.

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 TWO HUNDRED NINE AND 96/100 DOLLARS (\$209.96) (base amount) for the year 2021.
- b. Beginning in 2022 and for the remainder of this Agreement, the City agrees to pay the FPD the 2021 base amount as adjusted by the prior year's average annual Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma, WA, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.
- c. The adjustment calculation for 2022 and future years using the "average annual CPI multiplier" shall be made using the following formula:


$$\begin{array}{rcl} \text{2021} & & \text{2021 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ \text{PAYMENT} & \times & \text{2020 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ & & = \text{2022 ANNUAL PAYMENT AMOUNT} \end{array}$$

- d. 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 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.

Dated this 14th day of December, 2020.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

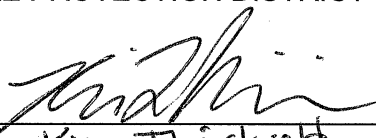
By  05/12/2021
Jackie Flowers
Director of Utilities

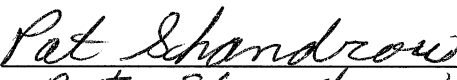

Chris Robinson
Power Superintendent

Approved as to Form:

Mike Smith
Deputy City Attorney

PIERCE COUNTY
FIRE PROTECTION DISTRICT NO. 14

By 
Kira Thirkie
Fire Chief


Pat Shandrow
Secretary

FIRE PROTECTION DISTRICT AGREEMENT No. A3269

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d. b. a. "Tacoma Power"), hereinafter called "City," and PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 17, hereinafter called the "FPD" entered into pursuant to RCW 52.36.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in Pierce County.

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 Utility Board pursuant to Resolution No. U-5732 and Motion No. 92-01 has authorized the Tacoma Public Utility Director to enter into agreements with Fire Protection Districts; and

WHEREAS, The FPD South Pierce Fire & Rescue [Authority]
pursuant to MEETING MINUTES OF 12/21/20 [Authorization Document]
has authorized Todd Wernet, Fire Chief [Authorized Individual]
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 Five (5) years, commencing on the 1st day of January 2021. Should this Agreement be signed after January 1, 2021, 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 Division within the FPD's boundary.
- b. 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.
- c. 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.

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 THREE THOUSAND TWO HUNDRED NINETY-THREE and 07/100 DOLLARS (\$3,293.07) (base amount) for the year 2021.
- b. Beginning in 2022 and for the remainder of this Agreement, the City agrees to pay the FPD the 2021 base amount as adjusted by the prior year's average annual Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma, WA, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.
- c. The adjustment calculation for 2022 and future years using the "average annual CPI multiplier" shall be made using the following formula:


$$\begin{array}{rcl} \text{2021} & & \text{2021 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ \text{PAYMENT} & \times & \text{2020 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ & & = \text{2022 ANNUAL PAYMENT AMOUNT} \end{array}$$

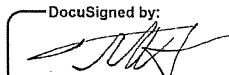
- d. It is further agreed that if, at any time while this Agreement is in effect, the City, or any entity with which the City is a participant, is required by State or Federal law to pay any taxes, licenses, fees or payments as owner or part owner of facilities, which said taxes, licenses, fees or payments wholly or partially 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.

Dated this 21st day of December, 2020.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES


PIERCE COUNTY
FIRE PROTECTION DISTRICT NO. 17

By  05/12/2021
Jackie Flowers
Director of Utilities

By 
DocuSigned by:
6400C52D72AD4D1...
Todd Wernet
Fire Chief


Chris Robinson
Power Superintendent

Approved as to Form:


Deputy City Attorney

FIRE PROTECTION DISTRICT AGREEMENT NO. A3270

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d. b. a. "Tacoma Power"), hereinafter called "City," and PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 21, hereinafter called the "FPD" entered into pursuant to RCW 52.36.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in Pierce County.

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 Utility Board pursuant to Resolution No. U-5732 and Motion No. 92-01 has authorized the Tacoma Public Utility Director to enter into agreements with Fire Protection Districts; and

WHEREAS, The FPD PIERCE COUNTY # 21 [Authority]
pursuant to RESOLUTION 897, 2/26/18 [Authorization Document]
has authorized PAT DALE, FIRE CHIEF [Authorized Individual]
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 Five (5) years, commencing on the 1st day of January 2021. Should this Agreement be signed after January 1, 2021, 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 Division within the FPD's boundary.
- b. 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.
- c. 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.

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 NINE HUNDRED THIRTY-FOUR and 93/100 DOLLARS (\$934.93) (base amount) for the year 2021.
- b. Beginning in 2022 and for the remainder of this Agreement, the City agrees to pay the FPD the 2021 base amount as adjusted by the prior year's average annual Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma, WA, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.
- c. The adjustment calculation for 2022 and future years using the "average annual CPI multiplier" shall be made using the following formula:


$$\begin{array}{rcl} \text{2021} & & \text{2021 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ \text{PAYMENT} & \times & \text{2020 AVG ANNUAL CPI FOR ALL URBAN CONSUMERS} \\ & & = \text{2022 ANNUAL} \\ & & \text{PAYMENT AMOUNT} \end{array}$$

- d. 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 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.

Dated this 17th day of November, 2020.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

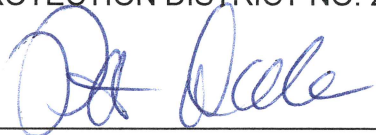
By  05/12/2021
Jackie Flowers
Director of Utilities


Chris Robinson
Power Superintendent

Approved as to Form:

Mike Smith
Deputy City Attorney

PIERCE COUNTY
FIRE PROTECTION DISTRICT NO. 21

By 

PAT DINE

FIRE CHIEF