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City of Tacoma - City Clerk's Office

733 Market Street, Room 11

Tacoma, WA 98402-3769

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s) Interlocal Agreement
Grantor(s) City Of Tacoma ____ Additional Names on Page ____ of Document
Grantee(s) Mason County Fire Protection District No. 18 ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) Agreement for fire protection and emergency services between 2016 and 2020, per Resolution 40745 Complete Legal Description on Page ____ of Document
Auditor's Reference Number(s)
Assessor's Property Tax Parcel/Account Number(s)
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. _____ Signature of Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements. The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

FIRE PROTECTION DISTRICT AGREEMENT NO. 3262

THIS AGREEMENT between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power), hereinafter called "City," and Mason County Fire Protection District No. 18 hereinafter called the "FPD" entered into pursuant to RCW 52.30.020

WITNESSETH:

WHEREAS, City owns and operates improved properties and facilities located in Mason 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 parties entered into a Fire Protection District Agreement in 2011 and said agreement expired per its terms on January 1, 2016; and

WHEREAS, FPD continued to provide fire protection and emergency medical services to the City for the protection and safety of personnel and property after January 1, 2016; and

WHEREAS, the Tacoma Public Utilities Board pursuant to Resolution No. U-11235 and the City Council pursuant to Resolution No. 40745 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 Fire Chief Michael Sexton 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 ten (10) years commencing on the 1st day of January 2016. This Agreement shall be effective as of 1st day of January 2016 ("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 Division within the FPD's boundary.
- b. The FPD and the City, working cooperatively, may, upon the written approval of both parties, implement pre fire planning, hazard training and evacuation planning for City

facilities designed to familiarize FPD personnel with the unique hazards of the City facilities and allow for the FPD 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 for the period between the expiration of the 2011 Fire Protection District Agreement and December 31, 2020, the City agrees to pay the FPD TEN THOUSAND SEVEN HUNDRED NINETY ONE and 26/100 DOLLARS (\$10,791.26).
- b. In consideration for said fire protection and emergency medical services as above stated, the City agrees to pay the FPD SEVEN THOUSAND ONE HUNDRED THIRTY-FIVE and 68/100 DOLLARS (\$7,135.68) per year, beginning on January 1, 2021, as outlined in the herein attached Exhibit A.
- c. 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 _____, 2021.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

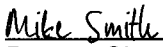
MASON COUNTY
FIRE PROTECTION DISTRICT NO. 18

By 
Director of Utilities

By  (1806)
Michael Sexton, Fire Chief



Approved as to Form:


Deputy City Attorney



Finance, Senior Accountant



Finance Director

06/22/2021

**EXHIBIT A
FIRE PROTECTION COVERAGE FEES**

Tacoma Power Building Inventory

Parcel Buildings	Structure Description	Value	Fire Protection Coverage Fees
42226-20-6000	Powerhouse on hwy 101	\$1,450,000.00	
42226-21-60020	3 Residential structures with other associated buildings	\$606,365.00	
42226-22-60000	Large commercial structure end of Powerhouse road	\$321,205.00	
Penstock building	Not included due to inaccessibility	\$0.00	
	Subtotal	\$2,377,570.00	\$4,124.06
Unlisted Parcels by Building Number			
C2-02	Office	1890	
C2-03	Warehouse	3230	
C2-04	Storage Garage	1993	
C2-05	Equipment Garage	1280	
C2-27	Wash Rack	1200	
SP-02	Hatchery	14500	
	Subtotal	24093	\$3,011.63
	TOTAL		\$7,135.68

Levy Rates for Tax
Parcels

Fire Levy	\$1.50
EMS Levy	\$0.2345674
Combined Rate	\$1.7345674

For Buildings without
Parcel Numbers cost shall
be based on a square foot
cost of \$0.125

SIGNATURE ROUTING SHEET

TACOMA POWER

FIRE PROTECTION AGREEMENT

MASON COUNTY FIRE DISTRICT

	Routing	Name	Initial	Date
1.	Real Property Services	Patrick Sullivan (Review)	PS	06/14/2021
2.	Real Property Services	Dylan Harrison (Review)	DH	06/14/2021
3.	Legal	Mike Smith (Signature)	MS	06/18/2021
4.	Power Hydro Project Manager	Brad Ennis (Review)	BE	06/21/2021
5.	Power Section Manager	Chris Mattson (Review)	CM	06/21/2021
6.	Tacoma Power - Superintendent/COO	Chris Robinson (Signature)	CR	06/22/2021
7.	Director of Utilities	Jackie Flowers (Signature)	JF	06/22/2021

Please initial above and sign documents where indicated.

DESCRIPTION

Enclosed for execution is a Fire Protection District Agreement No. 3262 between Tacoma Power and Mason County Fire Protection District No. 18 for fire protection and emergency services within their District. The Agreement has been in negotiations since the previous agreement expired at the end of 2016, and the Parties have now agreed on terms for services until 2026, including updated fees based upon mutually agreeable structure valuations. Negotiated fees are \$7,135.68 annually, and a one-time payment of \$10,791.26 for fire protection between 2016 and 2020. The Tacoma Public Utilities Board pursuant to Resolution No. U-11235 and the City Council pursuant to Resolution 40745 have authorized the Tacoma Public Utilities Director to enter into agreements with Fire Protection Districts. Please contact Dylan Harrison with any questions.

Department Contact for questions:

Dylan Harrison
 Real Property Services
 TPU ABS 2nd Floor
 253-502-8836



Req. #21-0076

RESOLUTION NO. 40745

1 A RESOLUTION relating to fire protection and emergency medical services;
 2 authorizing the Director of Utilities to enter into Interlocal Agreements with
 3 various Fire Protection Districts for fire protection and emergency medical
 4 services outside the city limits of Tacoma in which the Department of Public
 5 Utilities has facilities.

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

11 WHEREAS, in 1979, the Public Utility Board adopted Resolution
 12 No. U-5732, authorizing the Director of Utilities to enter into interlocal agreements
 13 with Fire Protection Districts for fire protection and related services, and

14 WHEREAS City staff have reviewed the existing Fire Protection District
 15 Agreement ("Agreement") form approved pursuant to Public Utility Board
 16 Resolution No. U-5732, as well as applicable laws associated with fire protection
 17 services, and have determined that updates are necessary to continue the
 18 effective and efficient administration of these interlocal agreements, and

19 WHEREAS Public Utility Board Resolution No. U-11235, adopted
 20 January 27, 2021, (1) supersedes and replaces Resolution No. U-5732;
 21 (2) approves the updated Agreement form; and (3) delegates to the Public Utilities
 22 Director the authority to modify and execute said Agreements, as approved by the
 23 City Attorney, within established procurement limits, and
 24
 25
 26



1 WHEREAS Chapter 39.34 RCW requires that interlocal agreements be
 2 approved through appropriate action by the governing body of each contracting
 3 party, and

4 WHEREAS it is in the best interests of Tacoma Public Utilities and the City
 5 to approve the use of said Agreements, to authorize the Public Utilities Director to
 6 execute said Agreements within established procurement limits, and to authorize
 7 the Public Utilities Director to modify said forms upon approval of the City Attorney,
 8 and

9 WHEREAS, on January 27, 2021, the Public Utility Board adopted
 10 Resolution No. U-11235, pending confirmation by the City Council; Now,
 11 Therefore,

12 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

13 Section 1. That the Fire Protection District Agreement, substantially in the
 14 form of the document on file in the office of the City Clerk, is hereby approved.
 15

16 Section 2. That the request of the Public Utilities Board, to authorize the
 17 Director of Public Utilities to enter into Interlocal Agreements with various Fire
 18 Protection Districts outside the city limits of Tacoma for fire protection and
 19 emergency medical services in which the Department of Public Utilities has
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facilities, within established procurement limits, and to modify said forms upon approval of the City Attorney, is hereby approved.

Adopted February 9, 2021

M Woodard
Mayor

Attest:

Doris Soum
City Clerk

Approved as to form:

Tom C. Powell
Chief Deputy City Attorney

Requested by Public Utility Board
Resolution No. U-11235