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 PIERCE COUNTY, WASHINGTON

Name & Return Address:

City of Sumner City Clerk

1104 Maple Street, Ste. 200

Sumner, WA 98390

Please print legibly or type information.

Document Title(s)	INTERLOCAL AGREEMENT-FIRE PROTECTION SERVICES
Grantor(s)	CITY OF SUMNER; PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22, DBA EAST PIERCE FIRE AND RESCUE
_____ Additional Names on Page _____ of Document	
Grantee(s)	PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22, DBA EAST PIERCE FIRE AND RESCUE; CITY OF SUMNER
_____ 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)	
N/A	
Complete Legal Description on Page _____ of Document	
Auditor's Reference Number(s)	
N/A	
Assessor's Property Tax Parcel/Account Number(s)	
N/A	
<p>The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p> <p>I am requesting an emergency nonstandard 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.</p>	
<p>_____ Signature of Requesting Party (Required for non-standard recordings only) Gpcovst.doc rev 4/02</p>	

**CITY OF SUMNER
AND
PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22
(DBA EAST PIERCE FIRE AND RESCUE)
INTERLOCAL AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between the CITY OF SUMNER, a Washington State municipal corporation (hereinafter referred to as “the City”) and PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22, a Washington State municipal corporation (hereinafter referred to as “EPFR”), and in conformity with Chapter 39.34 RCW.

WHEREAS, the City petitioned to annex into EPFR and an annexation election before the voters of EPFR and the City was ratified by the voters on April 22, 2008; and

WHEREAS, it is in the best interests of the parties to resolve certain issues regarding the on-going post-annexation relationship between the two organizations and that the parties agree to maintain systems to continue to communicate;

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, it is agreed as follows:

I. GENERAL PROVISIONS

A. Term

This agreement shall have a term of fifteen (15) years after the effective date hereof, provided that this agreement shall be automatically renewed from year to year unless terminated or modified in accordance with the provisions hereof. The participants agree to review the program shortly before the end of the annual term to determine if changes need to be made. Either participant may terminate their participation during the term of this agreement, or any renewal term, by providing 90 days written notice to the other parties

B. Additional Agreements

The City Administrator and EPFR Fire Chief shall periodically execute additional agreements to implement this Interlocal Agreement consistent with the spirit and purpose of collaborative inter-governmental efficiency and sharing of resources.

II. BUILDINGS AND EQUIPMENT

A. Fire Station

The City will transfer title for the real property at 800 Harrison St., Sumner, at no cost to EPFR for as long as it is being used to deliver fire and medical services to the City. Said deed shall include a reversionary clause providing that if the Sumner Fire Station is no longer being used by EPFR to deliver fire

and medical services to the City, the land and building will revert to the City at no cost and in good working order. The City and EPFR will jointly develop a building condition survey to be kept on record to determine “good working order.” EPFR will have sole responsibility for the maintenance and operation of the building and grounds. EPFR will maintain the building and grounds in good working order. The memorabilia and the display cabinet located in the lobby of the Fire Station shall remain property of the City but shall be maintained and displayed by EPFR at the station. After communicating their intent to EPFR, the City may permanently or temporarily relocate said items to another location at their discretion. EPFR will maintain insurance on the building and grounds.

B. Kenworth Fire Engine

The City of Sumner Kenworth Fire Engine (Serial No. 331135581, license plate 2386MX) shall remain the property of the City of Sumner who shall be responsible for housing and maintaining it. The City and EPFR will coordinate use of the Engine for community events.

C. Other Apparatus

Prior to surplusing of any of the fire apparatus that were provided to EPFR (Interlocal Agreement adopted by Resolution #1206), EPFR will provide title to the City for said vehicles (2000 Chevy Blazer #4WDGND13W3Y2381705, 2001 Silverado Chevy Pick Up #1GCHK29G11E315516, Simon Ladderfire Aerial Truck #4S7AW4298XC029453, 2006 Ford E-450 Medic Unit #1FDXE45PX6DA19374, Pierce Dash Fire Engine #4P1CDO1H27A006870) at no cost. The City will have sole discretion to surplus or dispose of the vehicles with no compensation to EPFR, consistent with State law.

III. SERVICES

The following terms of the prior agreement are incorporated herein and shall remain in full force and effect after annexation.

A. Fire Related Services

1. EPFR agrees to provide to the City the following:
 - Emergency Management Director responsibilities
 - Fire cause and origin investigation
 - Fire prevention services including inspection, plan review, and code enforcement shall be provided utilizing a minimum of two DFM’s or other qualified fire prevention staff members.
 - A minimum of one DFM or other qualified fire prevention staff member will be permanently placed in the City.

The City will provide office space and permit routing services for the DFM. The two parties agree to work together on permit

procedure, coordination, fee, staffing, and turn-around times for permits.

B. Collection of Fees and Charges

1. The City will continue to assess and collect impact fees and may pass them along to EPFR upon request to the extent allowed by law. EPFR will be responsible for maintaining the necessary capital facility plan to support the imposition of impact fees.
2. The City will continue to assess reasonable Fire Permit fees. The City and EPFR will cooperate to regularly update the fees to remain reasonable. The City will retain 30% of said fees to off-set the costs of office space and permit tracking/routing services.

C. Emergency Management Services

The EPFR chief or designee shall serve as the Emergency Management Director for the City. The City will provide staff support to the EPFR employee serving in that capacity. The City will maintain a Comprehensive Emergency Management Plan and will pay the costs associated with the Pierce County contract. The City will participate with EPFR in the planning of a joint Emergency Operations Center.

IV. EFFECTIVE DATE

This agreement shall become effective upon the adoption by both parties and remain in effect until renewed or terminated pursuant to the provisions herein.

V. SUCCESSORS AND ASSIGNS

The City shall allow the assignment or succession of this Agreement without approval of the Sumner City Council so long as that does not significantly change the delivery of services or the management of those services.

VI. DISPUTES

This Agreement shall allow for either party to reopen specific contract provisions for re-negotiation by giving the other party ninety (90) days written notice. The written notice shall specify the provision to be negotiated and the requested change. If the parties cannot come to resolution through this dispute resolution process then the parties may proceed to the binding arbitration provision as set out in Section VIII of this Agreement.

VII. BINDING ARBITRATION

In the event of any dispute arising out of this Agreement, the parties hereto agree to submit such dispute to binding arbitration by one arbitrator in accordance with the rules then pertaining to Superior Court Rules of Mandatory Arbitration (or its equivalent), except that the arbitration shall be conducted under the auspices of

the arbitrator rather than the Superior Court and shall not be subject to the monetary limitations or restrictions on issues dealing with equitable, rather than legal considerations. The arbitration shall be commenced by delivery to the party of a written demand for arbitration which shall include a statement of the basis of the dispute. Within five (5) business days of the delivery of such demand each party shall designate a representative who is not an officer, employee or commissioner of the parties. Those two representatives shall attempt to agree on the arbitrator. If, within ten (10) business days of the designation of the two representatives (or expiration of the time for designation of representatives, whichever occurs first), the two representatives have not reached agreement on the arbitrator, then either party may, on five (5) business days written notice, request the presiding department of Pierce County Superior Court to designate the arbitrator. The arbitrator's fees shall be borne equally by the parties during the course of the arbitration. However, the substantially prevailing party, if any in the arbitrator's opinion, shall be entitled to reimbursement of such fees paid, as well as reasonable attorney fees incurred, as part of the arbitration award. The award rendered by the arbitrator shall be final and binding, and judgment may be entered upon it in accordance with applicable law in Pierce County Superior Court.

VIII. Miscellaneous Provisions

A. No Waivers

This Agreement does not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege or doctrine by the conduct of any Party be construed to apply to any other Party.

B. Modification

This Agreement may be modified only with the written consent of all of the Parties.

C. Governing Law

This Agreement is entered into under the laws of the State of Washington. If it becomes necessary to interpret any of the Agreement's terms, it is the intent of the Parties that the laws of the State of Washington shall apply.

D. Binding Effect

This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, legatees, representatives, attorneys, successors, transferees, and assigns.

E. Severability

If any provision of this Agreement is deemed by law to be void, invalid or inoperative for any reason, that provision will be deemed modified to the

extent necessary to make it valid and operative or, if it cannot be so modified, then such provision will be deemed severed from this Agreement, with the remaining Agreement continuing in full force and effect as if the Agreement had been signed with the void, invalid or inoperative provision eliminated.

F. Entire Agreement/Counterparts

This Agreement contains the entire agreement between the Parties as to its subject matter. There are no third-party beneficiaries to this Agreement. This Agreement may be signed in any number of multiple counterparts, through original and/or facsimile signature, each of which will be considered to be a duplicate original, and will be considered to be one and the same instrument.

G. 24th Street Bridge

Because it would improve secondary access for emergency services from the Lake Tapps area, EPFR supports a bridge across the White River in the vicinity of 24th Street should it be proposed by the City in the future. Both parties agree that a bridge across the White River at 24th Street would improve secondary access for emergency services from the Lake Tapps area. Both parties agree to support proposals for such a bridge and access across the valley. The term support does not include any financial obligation on the part of EPFR.


H. Training Burns

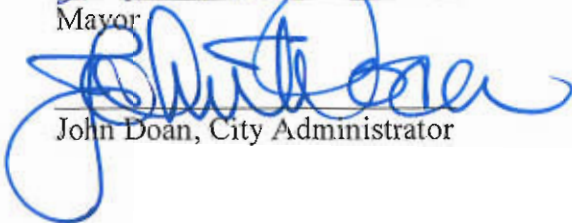
The City will make available two surplus houses (60th Street E. and Valley Ave. E.) to use in training burns. The City will pay the costs associated with preparation for training along with final clearing of the site. EPFR will pay costs associated with the staffing and equipment for the training. The training burns must be completed by July 1, 2009.

I. Pre-existing Pension and Medical Obligations

The City shall retain responsibility for any and all costs and liabilities related to pre-LEOFF and LEOFF I retirees including, the pension and medical costs of all pre-LEOFF and the medical costs of all LEOFF I retirees. Any trust revenues will remain property of the City.

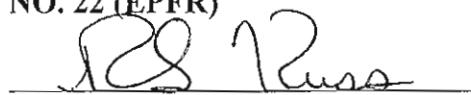
CITY OF SUMNER

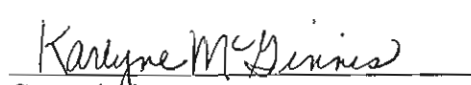


Mayor


John Doan, City Administrator

**PIERCE COUNTY FIRE
PROTECTION DISTRICT
NO. 22 (EPFR)**



Commissioner


Commissioner

Approved as to form

Brett C. Vinson
Brett C. Vinson City Attorney

Attest:
Lynn Berry
City Clerk

Commissioner

Frank Kabb
Commissioner

Roy Du Branderhall
Commissioner

Andrew J. Smith
Commissioner

Cheryl Byler
Commissioner

Victor Boy
Commissioner

R. R.
Commissioner

M. Galt
Commissioner

Commissioner

Commissioner

Attest:
Nancy Keck
Nancy Keck - EPFR District Secretary

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October 15, 2008