

CONTRACT FOR FIRE PROTECTION SERVICES

THIS CONTRACT is as of the 1st day of January 2023 by and between Pierce County, (hereinafter called the "County") and Pierce County Fire Protection District Number Twenty-seven [(operating as the Anderson Island Fire and Rescue) hereinafter called the "District"].

WITNESSETH:

WHEREAS, the District provides fire protection services;

WHEREAS, RCW 52.30.020 directs the County to contract with the District for fire protection services;

WHEREAS, the County owns buildings that are located within or adjacent to the territorial limits of the District and are not leased to non tax-exempt persons or organizations.

NOW, IT IS MUTUALLY AGREED:

1. SERVICES

A. The District agrees to furnish fire protection and basic life support services to all improved County properties and the persons located on such properties within the District. Such fire and basic life support services shall be rendered on the same basis as such protection is rendered to other areas within the District.

B. In the event of simultaneous fire or medical aid call whereby facilities of the District are utilized beyond its ability to render equal protection, the officers and agents of the District shall have discretion as to which call shall be answered first. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

C. The District will furnish all personnel, equipment, and tools necessary to provide such fire protection and basic life support services.

2. TERM/PAYMENT

A. The term of this agreement shall commence on January 1, 2023 and continue through December 31, 2023 and shall be renewed year-to-year by addendum and adjustment to fees, unless sooner terminated by either party as provided in this Contract.

B. In consideration of the goods and services provided by the District under the terms and conditions of this Contract, each year the County shall pay the District a fee based upon the sum of the District's regular maintenance and operation levy rate plus the District's regular emergency medical services levy rate applied to the replacement value of improvements to properties as such values are reported and updated annually by Pierce County Risk Management Department on their "STATEMENT OF VALUES", OR, \$500.00 whichever is greater. In all cases, "STATEMENT OF VALUES" will be used in calculating the fee and fees will be rounded to the nearest whole dollar amount. In no instance is the County subject to the District's special and excess levy rates, bonds, or fire benefit charges.

C. Further, the County shall establish a \$12,500 resource pool, with a distribution to the District based upon the total number of emergency responses the District makes to improved County properties in the most recently completed calendar year relative to the total number of emergency responses made by all districts contracting with the County for fire protection services of improved County properties in the most recently completed calendar year. The total value of the resource pool is \$12,500 in 1993 and will be increased in each subsequent year by the same percentage increase as reported by the United States Bureau of Labor Statistics as the second half, Seattle area consumer price index for all urban consumers (CPI-U). Distribution of the pool will be adjusted each year to reflect the District's portion relative to the total number of emergency responses made by all districts contracting with the County for fire protection services of improved County properties.

D. Specific properties and fees are described in Schedule A attached hereto and made a part of this Contract. If there is an increase or decrease in the replacement value of improvements to properties upon which payment under this Contract is based, the County will adjust the fee annually and incorporate the change automatically into this Contract.

E. Payment shall be made on or after June 30th of the contract year.

F. Each of the parties shall, at all times, be solely responsible for the acts, or failure to act, of its personnel that occur or arise in any way out of the performance of this contract by its personnel only, and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses, and damage, including costs of defense, incurred as a result of any acts or omissions of the parties' personnel relating to the performance of this Contract.

G. This agreement may be terminated at any time by either party hereto after thirty (30) days written notice.

3. ENTIRE AGREEMENT

No other understandings, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any of the parties hereto.

4. FUTURE NON-ALLOCATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies. In consideration thereof, the District will not be obligated to provide services after the end of the current fiscal period, in the event that the County invokes the provision contained in this paragraph.

5. AMENDMENT

This contract and any alteration, amendment, modification, or waiver of any clause or condition thereof is subject to the written approval of the County Executive or the Executive's delegate, and shall not be binding upon the County until so approved, except as set forth in paragraph 2D. above.

IN WITNESS WHEREOF, the said District has executed this instrument and the said Pierce County has caused this instrument to be executed by its Executive the day and year first above written.

BOARD OF FIRE COMMISSIONERS:

PIERCE COUNTY:


Chairperson

Pierce County Executive


Fire Commissioner

Risk Management Department


Fire Commissioner

DocuSigned by:
 5/17/2023

88F99CA9744D418...
Director, Finance Department

Fire Commissioner

Director, Facilities Management

Fire Commissioner

Approved as to form:
DocuSigned by:
 5/17/2023

9E8685418CBE4FA...
Deputy Prosecuting Attorney

Schedule A

This is Schedule A to the contract agreement between Pierce County and Pierce County Fire Protection District Number 27 (operating as the Anderson Island Fire and Rescue).

It is an extension of, the original contract number(s) as allowed by paragraph 2.D. of the same. This adjusts the contract payments per the agreed upon formula and extends the period of performance through midnight, December 31, 2023.

The County hereby agrees to pay the District the following sum per year, which shall commence at 12:00 midnight, December 31, 2022 and terminate at 12:00 midnight, December 31, 2023, as consideration for providing fire protection and basic life support services for the County-owned buildings, equipment, and other property described below:

Anderson Island Fire & Rescue FPD #27

Property Description including Parcel #	Fee Based on Formula paragraph 2B	Fee From Emergency Service Pool Distribution	Amount to be Paid	Company	Fund	Cost Center or Location	Business Unit	Spend Category
Anderson Island Ferry Dock Waiting Area	\$ 2,316	\$ 358	\$ 2,674	Public Works & Utilities	480-00	Program: PW414-Overhead Cost Center: PW Ferry-Administration	54700P0	50.000200
TOTALS	\$ 2,316	\$ 358	\$ 2,674					