

**PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22, CITY OF SUMNER
and PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 1
INTERLOCAL COOPERATION AGREEMENT
FOR ADMINISTRATIVE SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between Pierce County Fire Protection District 22, (hereinafter "EPFR"), the City of Sumner (hereinafter "the City") and Pierce County Fire Protection District No. 1 (hereinafter "District No. 1"), for the purpose of providing administrative services to the Sumner Fire Department serving the territory within the City of Sumner and Pierce County Fire Protection District No. 1 pursuant to contract.

WHEREAS, the City and District No. 1 need assistance with administration, due to the impending retirement of the Sumner Fire and Emergency Services Director; and

WHEREAS, East Pierce Fire & Rescue (EPFR) has, or will have, available sufficient administrative resources and personnel to provide administrative services to the City and District No. 1; and

WHEREAS, the City and District No. 1 both believe, and therefore represent, that their 2005 budgets should be adequate to fund the obligations of this agreement and to operate and maintain the Sumner Fire Department adequately, given the call volume, demands and needs of the jurisdictions' citizens; and

WHEREAS, all parties will realize cooperative advantages and opportunities for more efficient delivery of municipal services within their respective jurisdictions if these three agencies enter into an Agreement, as allowed by Chapter 39.34 RCW; and

WHEREAS, it is the intent of the parties that this Agreement not be construed as intent to merge the Sumner Fire Department, District #1 and EPFR;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Authority.** This Interlocal Cooperation Agreement is executed pursuant to the authority conferred upon the parties in Chapter 39.34, RCW the Interlocal Cooperation Act. In all respects, the parties shall be deemed to be acting in their governmental capacities.
2. **Purpose.** The purpose of this Agreement is to provide to the City and District No. 1, certain administrative services, to be provided through the personnel and resources associated with EPFR, as more specifically set forth herein.

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3. **Scope of Services/Delegation of Authority.** The intent of the parties to this Agreement is that EPFR shall provide comprehensive administrative services to the City and District No. 1. The administrative staff of EPFR therefore shall be delegated full authority to manage and administer the operations of the City and District No. 1, within the guidelines set forth in the applicable budget or budgets already approved for 2005 within the City and District No. 1. Sumner employees continue to be employed by the City and are not employees of EPFR. Full authority to conduct performance management of such employees is hereby delegated to EPFR, including decisions regarding discipline and recommendations for discharge. Inasmuch as the City retains employer status under this Agreement, it is recognized that the City would be required to remain involved as employer in any collective bargaining required during the term of this agreement, grievance procedures, disciplinary issues, civil service issues and similar issues arising under the current collective bargaining agreement. **Provided** that EPFR's administrative staff may assist the City in such matters, as necessary and appropriate.
4. **Consideration.** As consideration for such service in 2005, the City and District No. 1 agree to pay to EPFR a fee in the amount of \$8,333 per month, payable in quarterly installments in the first month of each quarter.
5. **Term of Agreement.** This agreement shall be effective on April 1, 2005, after execution by all three governing bodies, and shall continue in full force and effect until terminated by any party. The parties reserve the right to negotiate a successor Agreement.
6. **Details of Services.** EPFR shall provide administration for the following seven areas: Operations, Medical, Prevention, Finance, Logistics, Planning, and Training. EPFR's administrative staff will regularly consult with the Sumner Mayor and City Administrator and assist with strategic planning for fire and EMS services for the Sumner community. A project plan and timeline shall be prepared and should set forth critical milestones and benchmarks for success in the administration of the contract.
7. **Covenants Applicable to the City and District No. 1.** Fire department personnel from EPFR and the City shall be made available for the most appropriate assignments, within the combined operation, to the extent that their current responsibilities and resources allow.
8. **Exclusions from Services.** The parties agree that this Agreement does not alter in any way any party's obligation to perform investigations as to cause and/or origin of fires. Such services shall be performed by whatever agency currently performs them, in both the City and District No. 1.
9. **Integrated Agreement.** This Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would

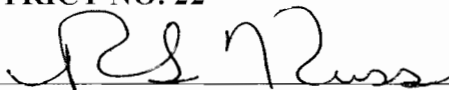
alter the terms of this document. The Agreement may be modified or amended only by supplemental written agreement hereafter negotiated by the parties.

10. **No Third Party Beneficiary.** The provisions of this Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Agreement. The Agreement between the parties is only intended to create rights and/or obligations as between the signatory parties.
11. **Governing Law.** This Agreement is entered into and shall be governed by the laws of the State of Washington. In the event of a dispute that has completed arbitration or been held ineligible for arbitration, the venue shall lie in Pierce County, Washington.
12. **Arbitration of Disputes.** It is the intent of all parties to this Agreement that disputes, if any, between any of the parties hereto shall be resolved as informally and amicably as possible by settlement without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the parties agree that mediation may be used. If the parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the parties sharing the costs proportionately, depending upon how many of the parties are involved in the dispute. Only if arbitration is unsuccessful or declared by a court to be inapplicable to the dispute shall the parties proceed to Superior Court.
13. **Construction/Interpretation.** This Agreement is being entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.
14. **Hold Harmless/Indemnification.** Each of the parties which are signatories hereto, by executing this Agreement, are deemed to hold harmless and indemnify any and all other parties for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of any of the other parties, with respect to their own negligence, errors and omissions. Each party, therefore, remains solely liable for their own sole negligence, errors or omissions. Such indemnification extends not only to the actual party, but all employees, agents, volunteers and parties acting on their behalf. The respective parties to the Agreement are not deemed to be agents of each other for purposes of this Agreement.
15. **Waiver of Breach.** The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained in this agreement, or to exercise any option or right conferred by this Agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option


or right or of any other covenants or agreements which shall all be and remain in full force and effect.

16. **Industrial Insurance Waiver.** With respect to the performance of this Agreement and as to claims against any of the parties, their officers, agents, and employees, each party expressly waives its immunity to the other parties only, under Title 51 RCW, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the parties to this Agreement.
17. **Notices.** Any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. Each party shall include the applicable address below the signature block hereof.
18. **Termination of Agreement.** Upon ninety (90) days prior written notice, either party may terminate this agreement.
19. **Status of Current Agreement Between City of Sumner and Fire District #1.** This Agreement supplements but does not supersede the underlying agreement between City of Sumner and Fire District #1 dated July 15, 2000.
20. **Attorney Review.** All parties agree that this Agreement should be reviewed by their respective attorney. If two or more agencies who are signatory hereto are represented by Joseph F. Quinn, the parties consent to the dual representation by such Attorney, if his signature is affixed hereto under "approved as to form".

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 22**




Chairman



Commissioner



Commissioner



Commissioner

ADDRESS: 18421 OLD BIRKENLEY HWY
ADIRNEY LAKE WA 98390

**PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22, CITY OF SUMNER
and PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 1
INTERLOCAL COOPERATION AGREEMENT
FOR ADMINISTRATIVE SERVICES**

ATTEST:

Nancy Keck
District Secretary

APPROVED AS TO FORM:

Attorney for Pierce County
Fire Protection District 22

CITY OF SUMNER

Barbara Skinner
Barbara Skinner, Mayor

ADDRESS: 1104 Maple St., Ste. 200
Sumner, WA 98390

ATTEST:

Susan B. Clary, CMC
Susan Clary, City Clerk

APPROVED AS TO FORM:

Pat Bosmans
Pat Bosmans, City Attorney

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 1**

Greg Hanon, Chair

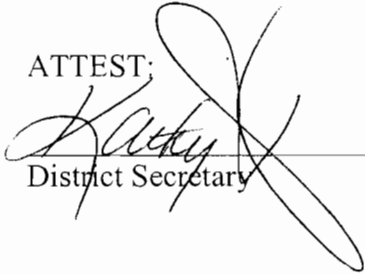
Mike Cathey
Mike Cathey, Commissioner

Don Hayford
Don Hayford, Commissioner

**PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22, CITY OF SUMNER
and PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 1
INTERLOCAL COOPERATION AGREEMENT
FOR ADMINISTRATIVE SERVICES**

ADDRESS: 800 Harrison St
Sumner, WA. 98390

ATTEST:



District Secretary

APPROVED AS TO FORM:

Attorney for Pierce County
Fire Protection District 1