

**East Pierce Fire and
Rescue
Monthly Chief's
Report
February 2022**

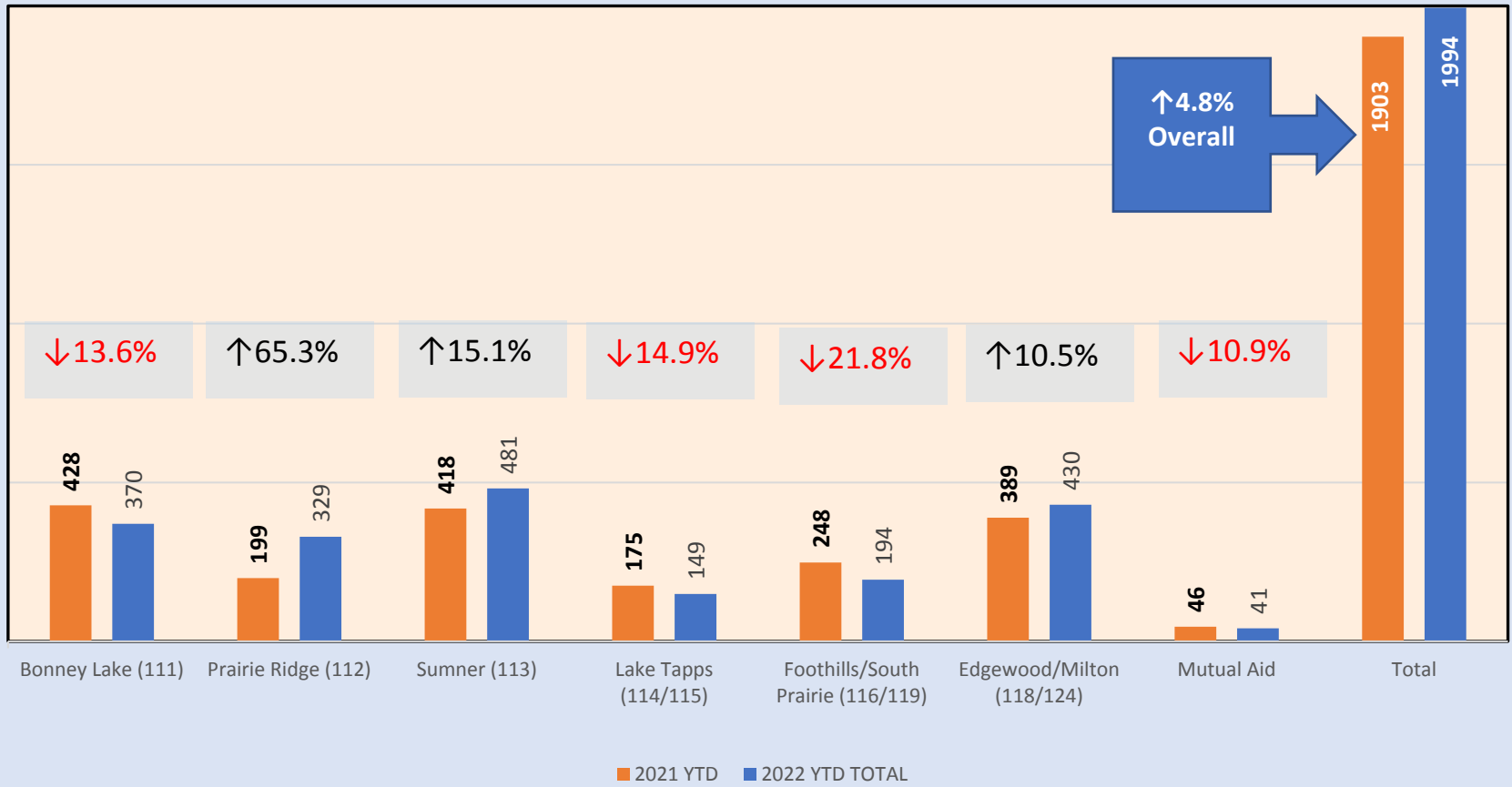


BEAR VIEW POWER STATION, LOOKING NORTH,
SHOWING PRESSURE TANKS.

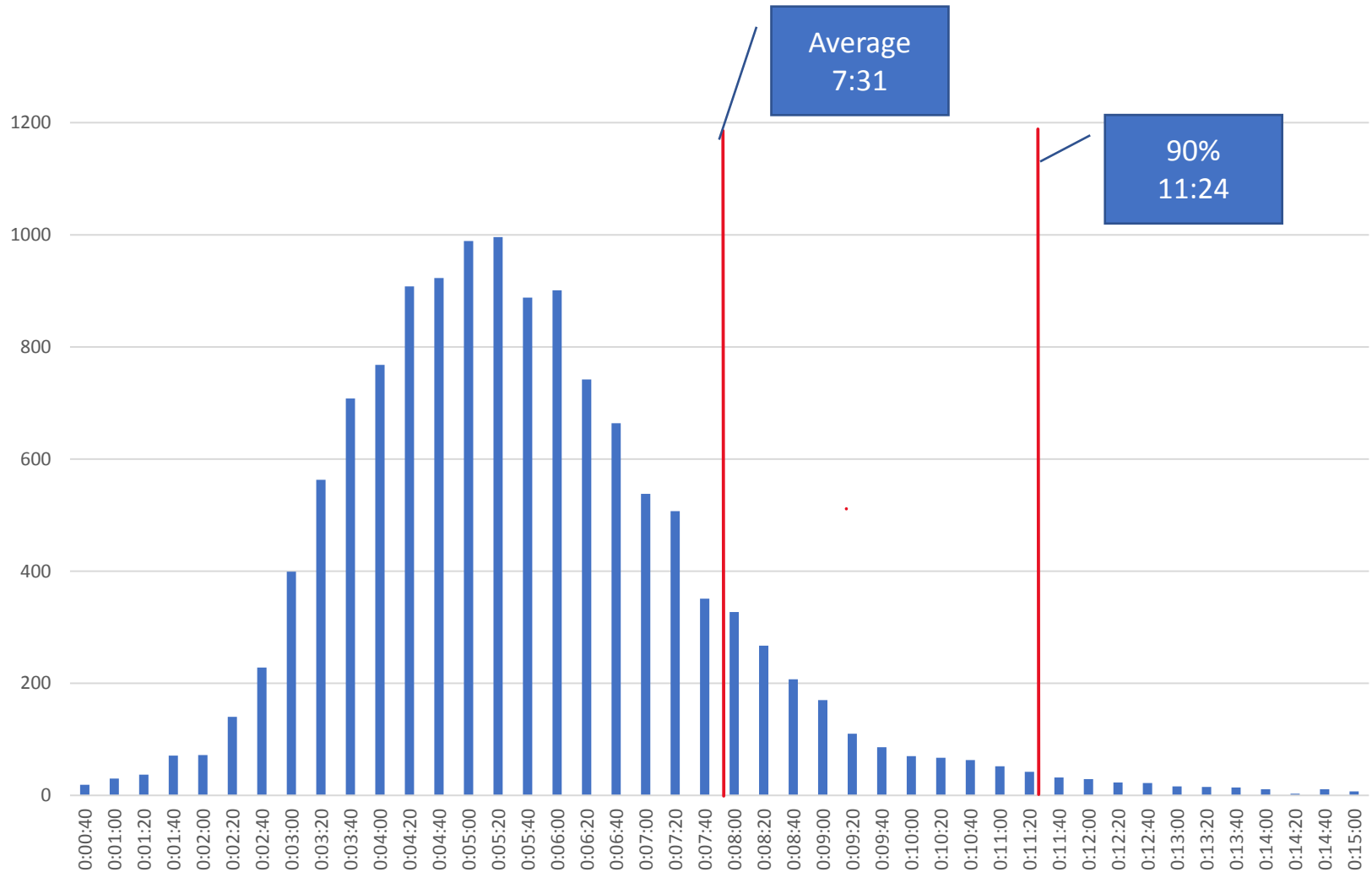
NO. 617

2-19-12.

Incident Count by Station Area—YTD

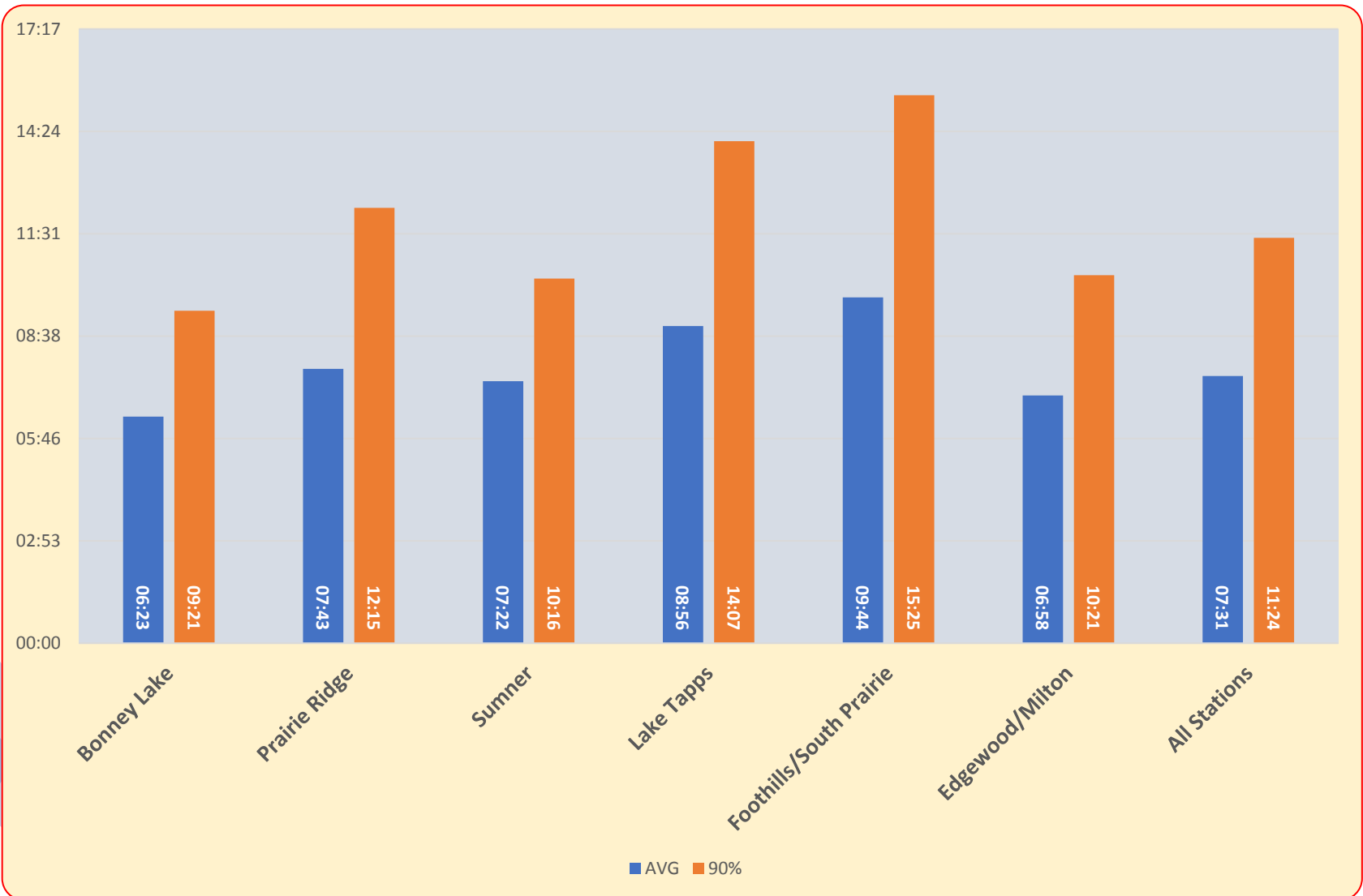


Response Times all Units

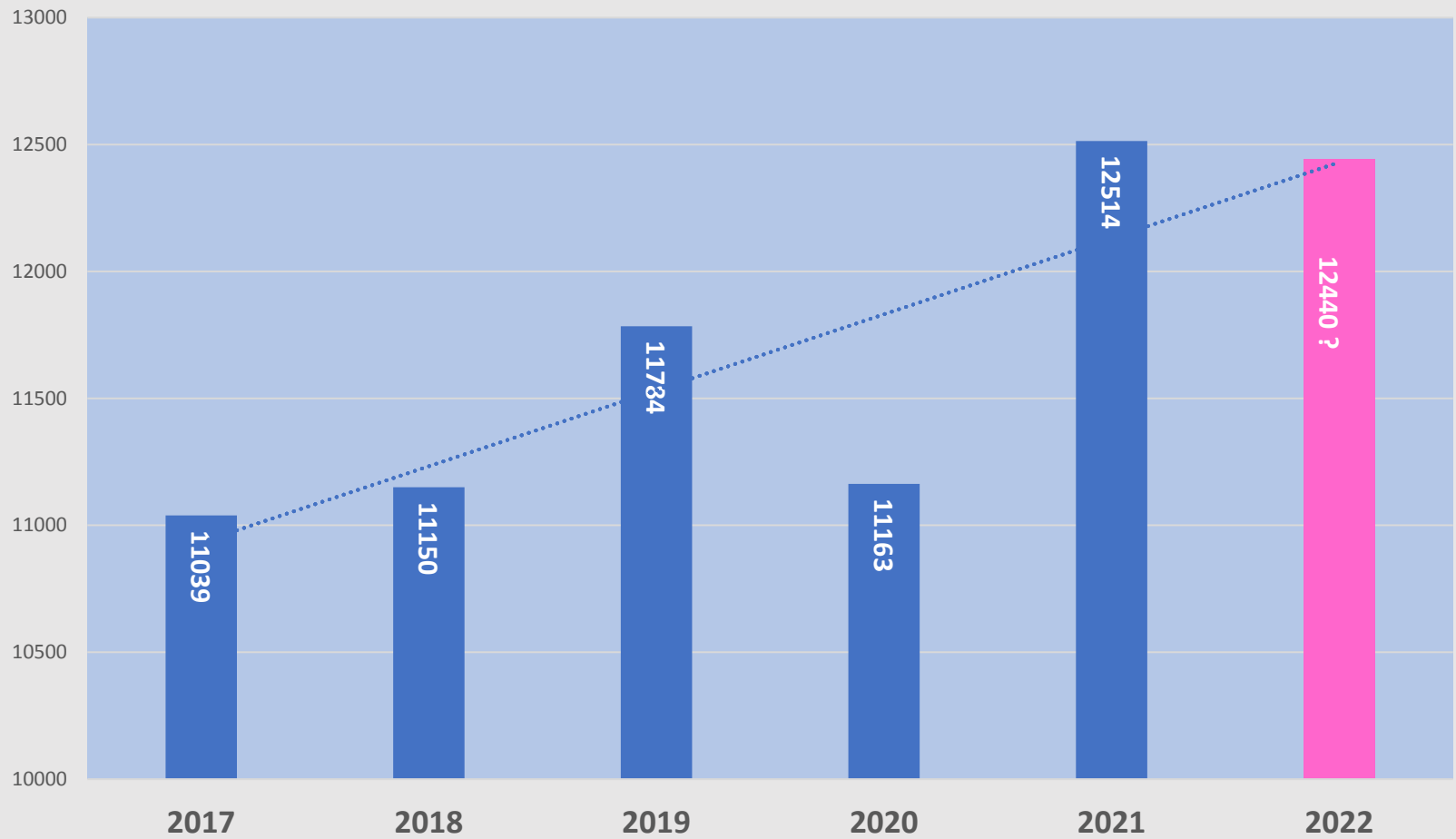


Average Response Time by Response Area YTD

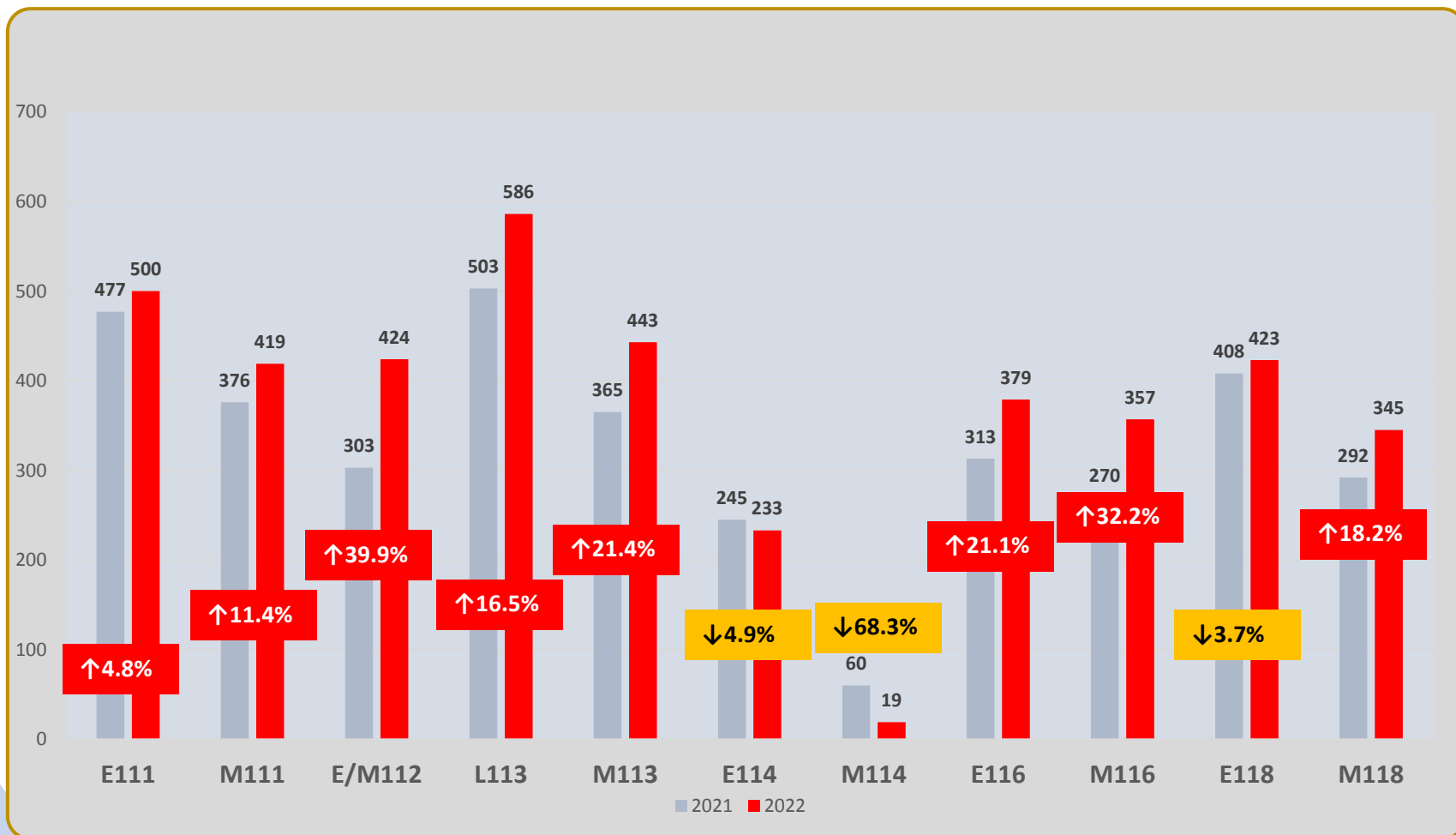
Measures time from dispatch to arrival of first unit. Priority responses only. The 90% shows time of arrival for 90% of the priority responses.



5-year Trend



Total Counts by Unit--YTD



Incidents by Type—YTD

Incident Type Group	Number	Percent
100 - Fire	41	2.1%
200 –Overpressure/Rupture	1	0.1%
300 - EMS	1609	81.9%
400 - HAZMAT	26	1.3%
500 - Service Call	140	7.1%
600 – Good intent	56	2.8%
700 - False Alarm	90	4.6%
800 - Natural Disaster	1	0.1%
900 - Special Incident	1	0.1%

Mutual Aid Given

2/1/2022—2/28/2022

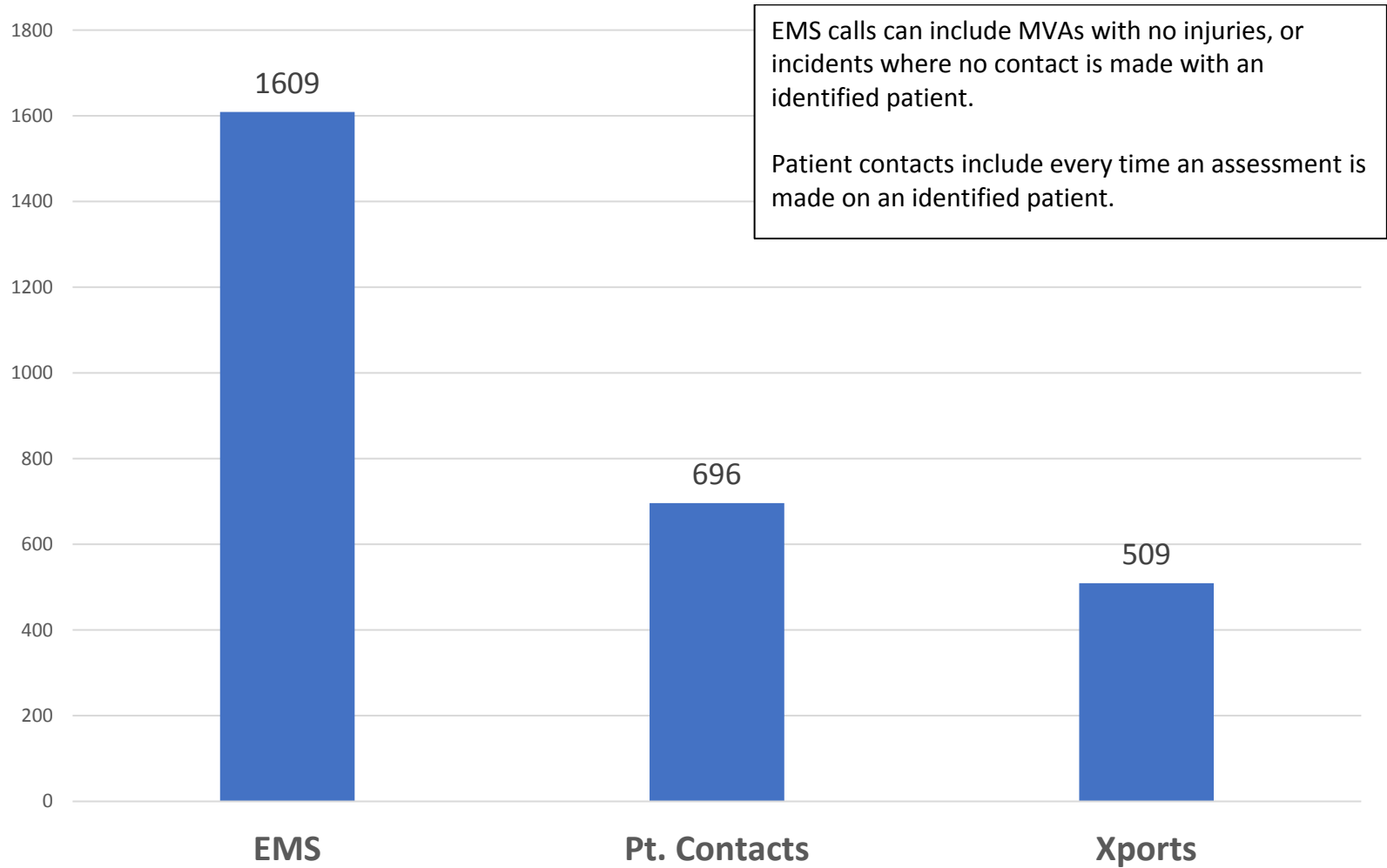
Agency	Incident	Type	Date	Unit	Transport
OVFR	EPF22001128	EMS	M112	2/1/2022	Yes
Central Pierce Fire Dept	EPF22001175	EMS	M113	2/3/2022	Yes
Central Pierce Fire Dept	EPF22001186	EMS	M113	2/3/2022	Yes
BuckleYes Fire Dept	EPF22001178	EMS	M116	2/3/2022	Yes
Central Pierce Fire Dept	EPF22001257	EMS	E73	2/5/2022	No
Buckley Fire Dept	EPF22001448	EMS	M116	2/12/2022	Yes
Orting Fire Dept	EPF22001528	EMS	M113	2/14/2022	Yes
AMR	EPF22001597	Assist	E118	2/16/2022	No
Central Pierce Fire Dept	EPF22001588	EMS	L113	2/16/2022	No
Greenwater	EPF22001593	MVA	E116	2/16/2022	No
Central Pierce Fire Dept	EPF22001756	EMS	M113	2/22/2022	Yes
Central Pierce Fire Dept	EPF22001755	EMS	M118	2/22/2022	Yes
Central Pierce Fire Dept	EPF22001753	EMS	M113	2/22/2022	Yes
Crystal Mountain Fire Department	EPF22001862	EMS	M116	2/25/2022	Yes
OVFR	EPF22001128	EMS	M112	2/1/2022	Yes

Mutual Aid Received

2/1/2022—2/28/2022

Agency	Incident	Type	Date	Unit	Transport
Buckley	EPF22001238	EMS	M35	2/5/2022	Yes
Buckley	EPF22001270	EMS	M35	2/6/2022	Yes
Buckley	EPF22001375	EMS	M35	2/9/2022	Yes
CPFR	EPF22001407	EMS	M72	2/10/2022	Yes
CPFR	EPF22001430	EMS	M71	2/11/2022	Yes
CPFR	EPF22001628	EMS	M118	2/17/2022	Yes
CPFR	EPF22001627	EMS	M71	2/17/2022	Yes
Buckley	EPF22001876	EMS	M35	2/25/2022	Yes
CPFR	EPF22001846	Fire	FM115	2/25/2022	No
OVFR	EPF22001848	EMS	E40	2/25/2022	No
CPFR	EPF22001947	EMS	M71	2/27/2022	Yes
Buckley	EPF22001238	EMS	M35	2/5/2022	Yes
Buckley	EPF22001270	EMS	M35	2/6/2022	Yes
Buckley	EPF22001375	EMS	M35	2/9/2022	Yes
CPFR	EPF22001407	EMS	M72	2/10/2022	Yes

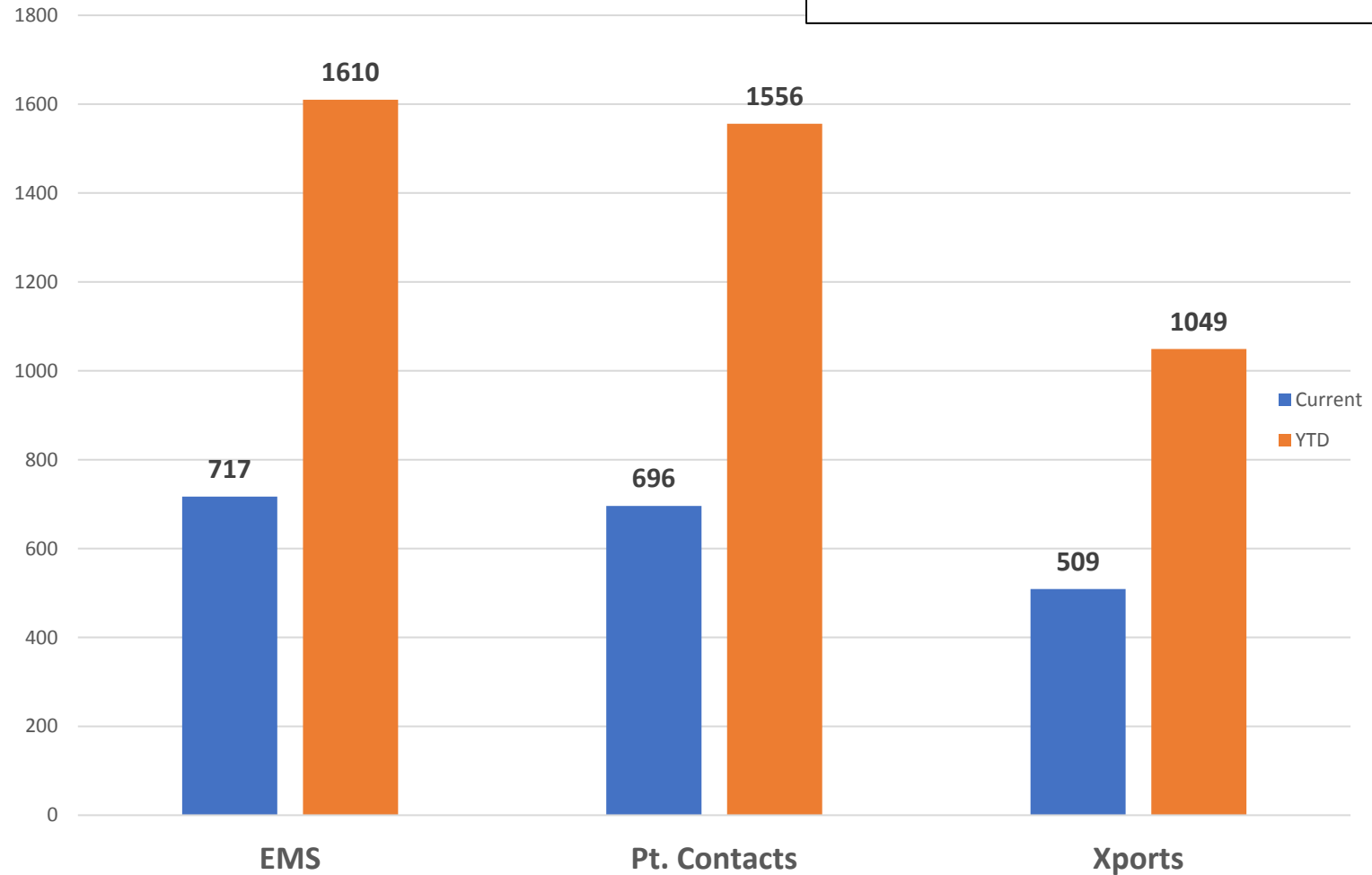
Transports



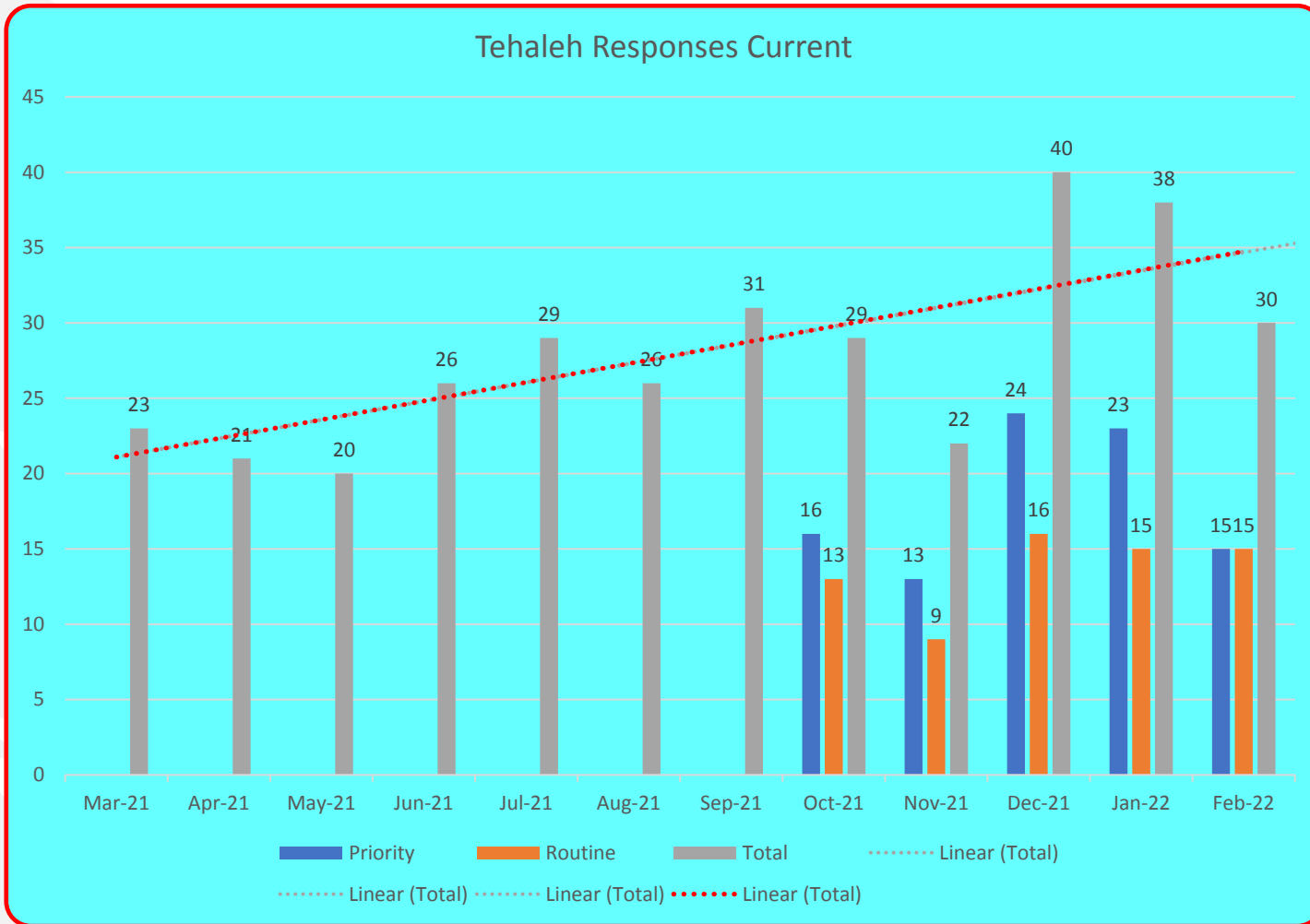
Transports

EMS calls can include MVAs with no injuries, or incidents where no contact is made with an identified patient.

Patient contacts include every time an assessment is made on an identified patient.



Tehaleh Responses February 2022



	Calls	Response Time
Total Calls	30	11:22
Priority	15	10:19
Non-Priority	15	12:25

**ORDINANCE NO. 2816
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE RELATED TO KENNEL LICENSE REQUIREMENT DEFINITIONS, WHICH AMENDS SECTION 6.04.020 AND 6.04.140 OF THE SUMNER MUNICIPAL CODE.

WHEREAS, the City wishes to protect the health, welfare and safety of animals and staff in facilities that, either long term or short term, house and care, for animals; and

WHEREAS, the City finds a need to license and regulate facilities, that house and care for animals, where these facilities are not licensed and regulated by other governmental agencies ; and

WHEREAS, the City wishes to clarify the definition section of our animal code to accommodate our Kennel Licensing process; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. That Sumner Municipal Code section 6.04.020 “Definitions”, is hereby amended to read as follows:

6.04.020 Definitions.

Except In construing the provisions of this chapter, except where otherwise plainly declared or clearly apparent from the context, words used in this chapter shall be given their common and ordinary meaning; in addition, the following definitions shall apply to each reference to the following words or phrases:

A. “Abandons” means the knowing or reckless desertion of an animal by its owner or the causing of the animal to be deserted by its owner, in any place, without making provisions for the animal’s adequate care, and includes, but is not limited to, arrest, involuntary or voluntary commitment, entrance to a medical or rehabilitation program, or other event causing the animal to be without care and/or shelter for the duration of the owner’s confinement.

B. “Abatement” means the termination of any violation by reasonable and lawful means determined by the director in order that an owner or a person presumed to be the owner shall comply with this chapter.

C. “Animal” means any nonhuman mammal, bird, reptile, or amphibian.

D. “Animal control operations board” means the operations board of the governing entity of the animal control authority, as established by the interlocal agreement.

E. “Animal control authority” means the Sumner police department, acting alone or in partnership with other agencies for enforcement of animal control laws and the shelter and welfare of animals.

F. “Animal control officer” means any individual employed, contracted or appointed by the animal control authority for the purpose of aiding in the enforcement of this chapter or any other law or ordinance relating to the licensing of animals, control of animals or seizure and impoundment of animals, and includes any state or municipal peace officer, sheriff, constable or other employee whose duties in whole or in part include assignments which involve the seizure and taking into custody of any animal.

G. “City” means the city of Sumner, Washington.

H. “Director” means the Sumner chief of police.

I. “Domesticated animal” means any dog, cat, rabbit, horse, mule, bovine animal, lamb, goat, sheep, hog, bird, or other animal made to be domestic.

J. “Euthanasia” means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death, or by a method that causes painless loss of consciousness, and death during such loss of consciousness.

K. “Exotic animals” shall mean any of the following:

1. Venomous species of snakes capable of inflicting serious physical harm or death to human beings;
2. Nonhuman primates and prosimians;
3. Bears;
4. Nondomesticated species of felines;
5. Nondomesticated species of canines and their hybrids, including wolf and coyote hybrids;
6. The order Crocodilia, including alligators, crocodiles, caimans and gavials.

L. “Grooming parlor” means any place or establishment, public or private, where animals are bathed, clipped or combed, whether or not for compensation, for the purpose of enhancing their aesthetic value.

M. “Hobby kennel” means a noncommercial kennel at or adjoining a private residence where six or more adult animals are bred and/or kept for hunting, training and exhibition for organized shows, field, working, and/or obedience trials or for enjoyment of their species.

N. "Kennel" means a place where six or more adult dogs or cats or any combination thereof is kept whether by owners of the dogs and cats or by persons providing facilities and care, whether or not for compensation, but not including a ~~small animal~~ veterinary hospital or clinic, ~~or pet shop~~. An adult dog or cat is one of either sex, altered or unaltered, that has reached the age of six months.

O. "Leash" shall mean a cord, strap, or chain of sufficient strength so that the animal is under the control of a competent person accompanying the animal. For purposes of this definition, "leash" does not include an electronic leash or other similar device where a competent person in control of the animal is not holding a cord, strap, or chain directly attached to the animal.

P. "Livestock" means horses, bovine animals, sheep, goats, swine, reindeer, donkeys, mules and fowl.

Q. "Owner" means any person having a right, claim, title, legal share, or right of possession to an animal or a person having lawful control, custody, or possession of an animal, or who, by reason of the animal being seen residing consistently in a location owned or controlled by the person, is presumed to be the owner.

R. "Pack of dogs" means a group of three or more dogs running upon either public or private property, not that of its owner, in a state in which either its control or ownership is in doubt or cannot readily be ascertained and when such dogs are not restrained or controlled.

S. "Person" means any individual, partnership, firm, joint stock company, corporation, association, trust, estate or other legal entity, and agents of those entities.

T. "Pet shop" means a person or establishment that acquires for the purpose of sale live animals, including birds, reptiles, fowl and fish, bred by others, whether as owner, agent, or on consignment, and sells, or offers to sell, such live animals, including birds, reptiles, fowl and fish, to the public or to retail outlets.

U. "Potentially dangerous dog" means any dog that without provocation: (1) inflicts bite(s) on a human, domestic animal, or livestock either on public or private property; or (2) chases or approaches a person upon the streets, sidewalks, or any public grounds or private property in a menacing fashion or apparent attitude of attack; or (3) any dog with a known propensity, tendency, or disposition to attack unprovoked or to cause injury or otherwise to threaten the safety of humans, domestic animals, or livestock on any public or private property.

V. "Dangerous dog" means any dog that: (1) inflicts severe injury on or kills a human being without provocation, or (2) inflicts severe injury on or kills an animal without provocation while the animal inflicting the injury is off the property where its owner resides, or (3) has been previously found to be potentially dangerous, the owner having received notice of such, and the animal again aggressively bites, attacks or endangers the safety of humans or other animals. Any dog which inflicts injury to a human or animal while trespassing on the property of

another is the presumed provoker, unless such presumption is overcome by the preponderance of the evidence.

W. Restraint. An animal is considered to be under “restraint” if it is maintained and remains within the property limits of its owner or keeper.

X. “Running at large” means to be off the premises of the owner or on the premises of another without the written permission of the owner thereof and not on a leash and not under the control of the owner or competent person authorized by the owner. This definition shall not include a “service animal” as defined in this section if such restraint would interfere with the service animal’s work or the nature of the animal’s owner’s or keeper’s disability prevents use of a restraint.

Y. “Shelter” means a facility which is used to house or contain stray, homeless, abandoned or unwanted animals and which is owned, operated or maintained by a public body, an established humane society, animal welfare society, society for the prevention of cruelty to animals or other nonprofit organization or person devoted to the welfare, protection and humane treatment of animals.

Z. “Under control” means the animal is under control and restrained from approaching any bystander or other animal and from causing or being the cause of physical property damage when off the premises of the owner.

AA. “Vicious” means a propensity to do any act that might endanger the safety of any person, animal or property of another, including, but not limited to, a disposition to mischief or fierceness as might occasionally lead to attack on human beings without provocation, whether in play or outbreak of untrained nature.

BB. “Service animal” shall mean a dog that is individually trained to do work or perform tasks for a person who has a disability as defined under state or federal law.

CC. “Proper enclosure” means, while on the owner’s property, the animal shall be confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have a locking door with a padlock, secure sides, a concrete floor or, if the pen or structure has no bottom secured to the sides, then the sides must be embedded in the ground no less than one foot and a secure top attached to the sides and shall also provide protection from the elements for the animal. The structure must comply with all applicable provisions of the local building and zoning codes.

DD. “Warning sign” means a clearly visible and conspicuously displayed sign containing words and a symbol (to inform children or others incapable of reading) warning that there is a dangerous animal on the property.

EE. “Muzzle” means a muzzle made in a manner that will not cause injury to the animal or interfere with its vision or respiration but shall prevent it from biting any person or animal.

FF. “Severe injury” means any physical injury which results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

GG. “Provocation” means any threatening or aggressive act that would reasonably incite or stimulate a dog to react in self-defense, including, but not limited to, inciting movements, aggressive tones, and offensive touching.

HH. “Tether” means (1) to restrain an animal by tying or securing the animal to any object or structure; and (2) a device, including, but not limited to, a chain, rope, cable, cord, tie-out, pulley, or trolley system for restraining an animal.

II. “Dog” means an animal of the species *Canis lupus familiaris*.

JJ. “Necessary shelter” means a structure sufficient to protect a dog from wind, rain, snow, cold, heat, or sun that has bedding to permit a dog to remain dry and reasonably clean and maintain a normal body temperature.

KK. “Necessary water” means water that is in sufficient quantity and of appropriate quality for the species for which it is intended and that is accessible to the animal or as directed by a veterinarian for medical reasons. (Ord. 2780 § 1, 2021; Ord. 2613 (part), 2017; Ord. 2541 § 1, 2015; Ord. 2405 § 1, 2012; Ord. 2324 § 1, 2010; Ord. 2281 § 1, 2008; Ord. 1901 § 1, 1999; Ord. 1760 § 1, 1996; Ord. 1340 § 2, 1986)

LL. “Kennel License” means a license/registration/permit that is issued to any place for a fee determined by City ordinance where animals are kept, trained, groomed, boarded (long or short term), sold, or rehomed after a successfully passed inspection of said premises by an appointee designated by the animal control authority. Licensed veterinarians who, in addition to veterinary medical services on the premises, provide the ancillary services of boarding, grooming, and foster care for their patients, are exempt from the kennel licensing requirements of this chapter.

Section 2. That Sumner Municipal Code section 6.04.140 “Reapplication after license denial” is hereby amended to read as follows:

6.04.140 Reapplication after license denial.

No applicant shall be issued ~~an animal shelter, hobby kennel, kennel license, grooming parlor, guard dog purveyor, guard dog trainer license or guard dog registration~~ who has previously had such license or registration revoked or a renewal refused, for a period of one year after the date of revocation or refusal and until such applicant meets the requirements contained herein to the satisfaction of the animal control authority. (Ord. 2613 (part), 2017; Ord. 1340 § 14, 1986)

Section 3. Severability – Construction. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, the provisions of this ordinance shall control.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make the necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 5. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication, as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 18th day of April, 2022.

Kathy Hayden, Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:
Date Adopted:
Date of Publication:
Effective Date:

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) dated _____ 2022 is entered into by and between the City of Sumner, hereinafter referred to as “Sumner,” and the City of Puyallup, hereinafter referred to as “Puyallup”.

WHEREAS, Puyallup currently contracts with the Salvation Army to provide shelter services; and

WHEREAS, under Puyallup’s contract with the Salvation Army, Puyallup is authorized to shelter 14 individuals (6 males and 8 females); and

WHEREAS, Sumner has requested to purchase a portion of the shelter services from Puyallup for Sumner’s exclusive use, and Puyallup is willing to assign a portion of the shelter space to Sumner for that purpose.

NOW THEREFORE in consideration of the mutual promises and covenants set forth herein and the recitals set forth above, the parties hereby agree as follows:

1. Puyallup will authorize Sumner the exclusive use of shelter space for 2 males and 3 females. Sumner will comply with all requirements of Puyallup’s agreement with the Salvation Army which is fully incorporated herein by reference and attached as Exhibit A. If, at any time, Sumner requires additional shelter space beyond that assigned hereunder, and if Puyallup is not utilizing the remaining space available to it under its contract with the Salvation Army, Sumner may request from Puyallup the use of additional shelter space which, if granted, would be billed at the rate identified in paragraph 2.

2. Compensation and Payment Procedure. Sumner agrees to compensate Puyallup the flat rate of one thousand five hundred thirty-five dollars and sixty-three cents (\$1,535.63) per month. Sumner shall pay an additional seventeen dollars and six cents (\$17.06) per day for shelter services for any male above the allotment provided in paragraph 1 and an additional twelve dollars and eighty cents (\$12.80) per day for shelter services for any female above the allotment listed in paragraph 1.

Sumner shall remit payment to Puyallup on or before the 10th of each month.

3. Term. This MOU shall be effective from _____ and ending on December 31, 2022 or sooner if Puyallup or the Salvation Army terminate the underlying agreement.

4. TERMINATION. This MOU may be terminated, for convenience without cause, prior to the termination date specified in paragraph 3, upon thirty (30) days advance written notice. If the MOU is terminated as provided in this section: (l) each Party will be liable only for payment in accordance with the terms of this MOU for services rendered prior to

the effective date of termination; and (2) each Party shall be released from any obligation to provide further services pursuant to this MOU. Puyallup may also terminate this agreement if its underlying agreement with the Salvation Army is terminated.

5. INDEMNIFICATION AND HOLD HARMLESS. Sumner agrees to indemnify, defend and hold harmless Puyallup, its officials, officers, employees, elected officials, and agents from and against any and all claims, demands, and/or causes of action of any kind of character whatsoever arising out of or relating to this agreement, including but not limited to all claims by Sumner or agents of such, for personal injury, death or damage to their persons or property. The City retains the right to participate in or initiate any suit if any principle of government, public law or breach of contract is involved.

6. INSURANCE. Sumner is a municipal corporation insured as part of a Washington State insurance pool. If Sumner withdraws from this insurance pool during this MOU Sumner shall provide notice to Puyallup within 30 days of termination.

7. COMPLIANCE WITH REGULATIONS AND LAWS. The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. This MOU shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in Pierce County, Washington.

8. ASSIGNMENT. The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

9. NONDISCRIMINATION. Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

	Alt Dog	Unalt Dog	Alt Sr Dog	Unalt Sr Dog		Alt Cat
Pierce Co	\$20.00	\$55.00	\$10.00	\$30.00		\$12.00
LW	\$20.00	\$55.00	\$10.00	\$30.00		\$12.00
Auburn	\$30.00	\$60.00	\$15.00	\$60.00		\$30.00
Buckley	\$20.00	\$30.00	\$10.00	\$15.00		x
RAS	\$30.00	\$60.00	\$15.00	\$60.00		\$30.00
DuPont	\$20.00	\$60.00	x	x		\$12.00
Steilacoom	\$18.00	\$65.00	\$10.00	\$36.00		\$10.00
Gig Harbor	\$7.00	\$17.00	\$5.00	\$17.00		x
Tacoma	\$30.00	\$65.00	\$10.00	\$35.00		\$20.00
Puyallup	\$14.00	\$60.00	\$7.00	\$30.00		\$10.00
MAS	\$16.00	\$60.00	\$8.00	\$30.00		\$12.00

HIGHER

LOWER

Unalt Cat	Alt Sr Cat	Unalt Sr Cat
\$55.00	\$5.00	\$30.00
\$55.00	\$4.00	\$30.00
\$60.00	\$15.00	\$60.00
x	x	x
\$60.00	\$15.00	\$60.00
\$60.00	x	x
\$65.00	\$5.00	\$36.00
x	x	x
\$65.00	\$5.00	\$65.00
\$60.00	\$5.00	\$60.00
\$60.00	\$6.00	\$30.00