

**INTERLOCAL AGREEMENT FOR FIRE PREVENTION,
INVESTIGATION AND OTHER SERVICES BETWEEN EAST
PIERCE FIRE & RESCUE AND THE CITY OF MILTON**

THIS AGREEMENT is entered into by the City of Milton ("the City") and East Pierce Fire & Rescue ("the District"), for the purposes stated below.

RECITALS

A. The City is within the boundaries and service area of the District.
B. The City desires the continuation of fire prevention, plan review, investigation and other services from the District, within the City, and fire suppression and EMS services to all City buildings and facilities, and the District is in agreement to provide such services to the City for the considerations set forth herein.

C. Both Parties desire to replace the post-annexation agreement dated October 1, 2012 by the City and October 16, 2012 by the District with this new agreement for services.

In consideration of the mutual benefits described above the City and the District ("the Parties") agree as follows:

AGREEMENT

A. Services and Fees.

1. **Services.** The District agrees to provide to the City, complete fire prevention and fire investigation services within the boundaries of the City. Such services shall include but not necessarily be limited to the following: development plan review and approval, fire investigations, testing of sprinkler systems in new construction, inspection and testing of fire alarm systems for certification in new construction. The District shall conduct fire code inspections as requested by the City's Public Safety Officials to mitigate life safety hazards. The District maintains the right to do annual life safety inspections per the International Fire Code as staffing becomes available throughout the District.
2. **Fees.** The District will adopt reasonable fees associated with these services at the same level as the rest of the District. The City will collect the "pass through" fire permit and plan review fees, but will retain 20% of said fees as an administrative service charge to offset the tracking/routing services. The remainder of the fees collected shall be paid by the City to the District once per quarter. The City and the District will cooperate to regularly update the fees to remain reasonable. A copy of the initial fee schedule is attached hereto as Exhibit A.
3. **Fire Protection of City Owned Facilities.** The District shall provide timely and responsive fire suppression and EMS services to all City buildings and facilities at no cost to the City.
4. **Hydrants.** The City owns and operates a water system and it is agreed that the City is in the best position to provide hydrant testing. The City will test hydrants in accord with relevant standards.

B. City Employees CPR Training. The District will provide one CPR class per year for City Employees at no cost to the City.

C. Fire Marshal and Fire Code Official. The term "local fire official," as used in the provisions of the Revised Code of Washington and the applicable version of the International Fire Code, shall mean the chief (or his designee) of East Pierce Fire and Rescue. The "fire marshal" for the City of Milton under all applicable statutes, codes and regulations, shall be the designated fire marshal of East Pierce Fire and Rescue.

D. Fire Station. The City and the District have executed a lease agreement for the Milton Fire Station.

E. Governing Law. This Interlocal Agreement shall be construed and interpreted and shall be governed and enforced in all respects according to the laws of the State of Washington.

F. Third Party Rights. Nothing in this agreement confers any right to any third-party.

G. Notices. Any notice required or permitted to be given under this Interlocal Agreement shall be in writing and either (a) personally delivered, in which case notice shall be deemed given upon such delivery, or (b) sent, postage prepaid, by certified or registered mail, return receipt requested, in which case notice shall be deemed given three (3) days following its postmark. Notice shall be to the respective Parties as follows:

To The City:

Office of the Mayor City of Milton
1000 Laurel Street
Milton, WA 98354

To The District:

Chair Board of
Commissioners East
Pierce Fire and Rescue
18421 Veterans Memorial Drive East
Bonney Lake, WA 98391

H. Enforcement. Either Party's failure to insist upon or enforce strict performance by the other Party of any provision of or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision in any other instance; rather, the same shall remain in full force and effect.

I. Binding Nature. All rights and obligations arising out of this Interlocal Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.

J. Captions. The captions and paragraph headings of this Interlocal Agreement are

inserted for convenience only and shall not be deemed to limit or expand the meaning of any term or provision of this interlocal agreement.

K. Partial Invalidity. Every provision of this Agreement is intended to be severable. If any term or provision is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of such provision for any other reason or the legality or validity of the remainder of this Interlocal Agreement.

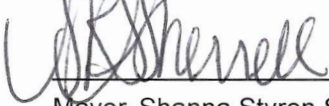
M. Warranty and Representation of Authority. The Parties each represent to the other that the person or persons executing this Interlocal Agreement have the authority to do so and to bind the Parties to this Interlocal Agreement. All consents, permissions and approvals related to entering into this Interlocal Agreement, the obligations under this Interlocal Agreement and the requirements of any covenant, agreement, encumbrance, law or regulation applicable to the Parties have been obtained.

N. Term. This Interlocal Agreement shall be effective for 5 years commencing January 1, 2018 and automatically renewed for an additional five year period on January 1, 2023 Provided, neither Party has given the other written notice of objection to the automatic renewal of this agreement no later than 90 days prior to the end of the five year term. Unless terminated, this agreement shall automatically renew for additional five year terms thereafter, subject to termination by timely written objection as set forth in this paragraph.

O. Potential Annexations. The Parties understand and agree that as the City annexes additional areas those areas automatically become part of the District per state statute. The Parties further agree that the City's northern potential annexation area can be serviced by the 'District with current resources, but that the City's western annexation area may be difficult for the District to serve and may require a longer response time. At the City's request, the District will undertake review and discussion regarding contracting with western area current service providers if annexations take place.

P. Building Heights. The District has no issue with the City increasing building heights. New buildings would be protected by automatic sprinkler and fire alarm systems. It is noted that taller buildings may impact the City's insurance rating, and require the District to place an additional ladder truck into service at such time as District has available funding.

CITY OF MILTON



Mayor Shanna Styron Sherrell

Date: 1-5-18

ATTEST/AUTHENTICATED:



Katie Bolam, City Clerk

APPROVED AS TO FORM

William L Cameron, City Attorney

EAST PIERCE FIRE & RESCUE



Dale Mitchell, Board Chairman

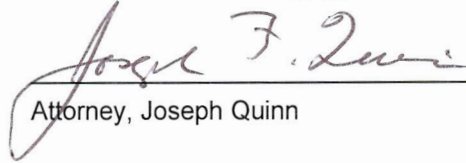
Date: 1/3/18

ATTEST/AUTHENTICATED:



Michelle Hollon, Secretary

APPROVED AS TO FORM



Attorney, Joseph Quinn

Exhibit A
Milton Fire Prevention Fees 2018

Title	Rate/Fee/Charge
Fire Marshal Plan Review Fee	40% of Building Permit Fee
Fire Sprinkler System	
Residential (1-2 family dwelling units) —1 hour minimum plan review	\$284.00 for first 10 heads plus \$1.07 for each additional head plus plan review fee at \$85/hour
Commercial — 2 hour minimum plan review	\$284.00 for first 10 heads plus \$1.07 for each additional head plus plan review fee at \$85/hour
Fire Alarm	
Residential (1-2 family dwelling units)	\$284.00 plus \$1.55 per device
Commercial / Multi Family	\$574.00 plus \$1.55 per device
Tenant Improvement, Alteration, or Remodel	\$477.00 plus \$1.55 per device
Fire Suppression (other than Sprinklers)	
Includes hood and duct and alternative fire-extinguishing systems	\$284.00 plus plan review fee at \$101/hour (2 hr. minimum)
Re-inspection Fee	\$101/hour
Other Inspections and Fees	
Inspections outside of normal business hours (3 hours minimum)	\$111/hour minimum \$333
Inspection for which no fee is specifically indicated 1 hour minimum)	\$101/hour
Additional plan review required by changes, additions or revisions to plans after 2 reviews. (1 hour minimum)	\$101/hour
Fire & Life Safety Inspection (annual)	0-5000 SF – \$154 5001- 7,500 SF - \$216 7501-12,000 - \$309 12,001-15,000 - \$436 15,000 + - \$680
Site Plan	\$284
Developer Agreement	\$284
Pre-Application/Construction	\$284
Short Plat	\$101
Alteration/amendment of Short Plat (0-4 lots)	\$101
Subdivision	\$284
Alteration/amendment of Subdivision (5+ lots)	\$284

Fees to be adjusted annually by the annual rate of inflation as based on the Seattle CPI-U, June to June.