

**INTERLOCAL AGREEMENT FOR ANNEXATION OF THE CITY OF
MILTON TO PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22,
DBA EAST PIERCE FIRE & RESCUE**

THIS AGREEMENT is entered into by the City of Milton (“the City”) and Pierce County Fire Protection District No. 22, dba East Pierce Fire & Rescue (“the District”), for the purposes stated below.

RECITALS

A. The City and the District have contiguous boundaries. The City has an Operational Service Agreement with the District for fire and emergency medical service. The term of the agreement is from January 1, 2011 through December 31, 2015.

B. The City and the District are authorized by RCW Chapter 52.04 to cause an election to be held in order for the voters of the City and the voters of the District to decide whether or not the City should be annexed to and become part of the District. The City and the District have had ongoing discussions concerning whether, and under what terms, they would agree to submit this issue to the voters. The City and the District have now reached agreement on the said terms and conditions and desire to reduce their agreement to writing.

AGREEMENT

1. Annexation Process.

A. **Pursuit of Annexation.** Pursuant to RCW 52.04.061 - .131, the parties agree to pursue annexation of the City to the District according to the terms and conditions set forth in the Agreement and any amendments thereto, subject to approval of such annexation by the Pierce County and King County Boundary Review Boards and the voters of the City and District. Contemporaneously with its execution of this Agreement, the City has passed an ordinance requesting annexation to the District. Contemporaneously with its execution of this Agreement, the District has accepted the City’s annexation request.

B. **Boundary Review Board Notices and Proceedings.** The parties agree to join together in pursuing a notice of intent to be filed with the Pierce County and King County Boundary Review Boards (BRBs) seeking annexation of the City to the District. The City shall take the lead in filing the notice of intent with the BRB, pursuant to RCW Chapter 36.93. The City shall also act as lead agency for SEPA purposes in connection with the annexation. The parties agree that they will not request the BRB to review the annexation. In the event that a request for review is filed by any person or persons authorized to do so under RCW 36.93.100, the District and the City agree to jointly coordinate, prepare, and present testimony to the BRB in favor of the annexation and to take all necessary actions to obtain BRB approval of the annexation.

C. **Notification of County Councils Election.** The District agrees to take all necessary steps to notify the Pierce County Council and King County Council of the District's acceptance of the annexation and to request that the Commissioners call a special election to be held in April, 2013, provided, that if the BRB's jurisdiction is invoked and a hearing is held on the annexation by the BRB pursuant to RCW Chapter 36.93, the District shall request the next available election date after the BRB decision, and any appeal thereof, becomes final, assuming that the same is favorable to annexation.

D. **Costs.** The parties understand and agree that Pierce/King County elections will invoice the City for all election costs within the city and the District for elections costs for the voters within the district. Both parties agree to pay the elections costs as invoiced within their respective boundaries. The parties agree to divide the costs associated with filing the notice of intent, issuance of SEPA and the conduct of the election at 9% by City and 91% by District, which are proportionate to the number of registered voters in each jurisdiction, provided however, each party shall at their sole cost prepare the legal description and map of their respective jurisdictions. For the shared costs, the City shall invoice the District and the District shall pay the City within 30 days of the date of the invoice.

E. **Cooperation as to Other Matters.** The parties agree to cooperate as to any other matters necessary to effectuate the annexation of the City to the District.

2. Post-Annexation Fire & Emergency Medical Services.

A. **Generally.** Upon the effective date of annexation of the City to the District, the District shall be solely responsible for the provision of fire protection, fire suppression, and emergency medical services within the incorporated boundaries of the City and the boundaries of the District. The District shall provide a generally uniform level of service throughout the District, including within the incorporated boundaries of the City, and shall in no event generally provide a lesser level of service within the City's boundaries than outside such boundaries. The "effective date of annexation" shall mean the date on which the election results are certified by the Pierce County and King County canvassing boards.

B. **Interim Financing of Services.** The City shall continue to pay for the District's services in the manner and in the amounts specified in the Operational Service Agreement until December 31st of the calendar year in which the District first becomes eligible to levy real property taxes in the City.

C. **Voter Approved Capital Indebtedness.** Pursuant to RCW 52.04.171, all property located within the boundaries of the City, which property is subject to an excess levy by the City for the repayment of voter-approved indebtedness for fire protection related capital improvements incurred prior to the effective date of annexation is exempt from voter-approved excess property taxes levied by the District for repayment of indebtedness prior to the effective date of the annexation. Similarly, property within the District shall be exempt from any voter-approved excess property taxes levied by the City for repayment of indebtedness incurred prior to the effective date of annexation.

D. **Fire Protection of City Owned Facilities.** The District shall provide fire and emergency medical services to city owned facilities at no cost to the City.

E. **Coverage & Staffing.** The district agrees to provide Fire and Emergency Medical services to meet the East Pierce Fire and Rescue emergency response goals. (See attachment 2). The Milton Station will be the first staffing priority for sleeper volunteer firefighters. Once station 114 is staffed, additional personnel will be assigned as needed to other district priorities. The requirements for volunteer firefighters will be according to the District's Volunteer Program Manual.

F. **Fire Prevention, Investigation & Code Enforcement Services.** The district agrees to provide fire prevention, fire investigation and code enforcement 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, testing of fire alarm systems for certification in new construction, and enforcement of fire code violations. The district may adopt any reasonable fees associated with these services at the same level as the rest of the district. The city will assess reasonable "pass through" fire permit and plan review fees as adopted by the District. The City and the District will cooperate to regularly update the fees to remain reasonable. The City will collect the "pass through" fire permit and plan review fees. The City will retain 10% of said fees to offset the tracking/routing services, the remainder of the fees shall be paid to the district once per quarter.

G. **Emergency Management Services.** The District shall provide emergency management services to the City and the Fire Chief or designee shall coordinate EOC activities with the City, provide information, and maintain communication with the Mayor and city staff during activation.

H. **City Employees CPR Training.** The district will provide one CPR class per year for City Employees at no cost to the city.

I. **Fire Hydrant Inspections.** Fire hydrants within the city will be included in the district's hydrant inspection program and inspected on a regular basis at the same frequency as the rest of the district.

J. **Fire Marshal and Fire Code Official.** The term "local fire official," shall mean the chief (or his designee) of East Pierce Fire and Rescue. The "fire marshal" shall mean the fire marshal of East Pierce Fire and Rescue.

3. **Fire Station.** The real property at 1000 Laurel Street, Milton, WA, known commonly as the "Milton Fire Station" is the property of the City. Upon the effective date of annexation, the City hereby agrees to lease to the District the Fire Station building for one hundred (\$100) dollars per year. The City conveys all furnishings, fixtures, and equipment contained within the building to the District. The District hereby accepts the building, generator and its furnishing, fixtures and equipment in an "as is" condition. City makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended. The District agrees to be solely responsible to maintain and operate said Fire Station, or a replacement fire station and the surrounding grounds, parking areas and landscaping adjacent to the building (see Exhibit A for a sketch of such grounds and areas on the site) and pay all for all utilities. The District shall carry property and liability insurance coverage for the building, and shall pay any deductible on the policy in case of damage or destruction.

If the district discontinues use of the Fire Station for delivery of fire and medical services, then the Fire Station shall no longer be available for use by the district. The use will be deemed as discontinued if it is not staffed by uniformed fire personnel and used to house emergency vehicles. The City shall not sell, lease or offer the Fire Station for use as anything other than a fire station; provided that the district does not discontinue its use under this Agreement.

4. **Apparatus and Equipment.** Effective upon the date of annexation, the City hereby conveys and transfers to the District the City's entire interest in any and all fire, medical and other emergency apparatus, including, without limitation, all ambulances, fire engines, fire vehicles, trailers, and other fire-fighting and emergency equipment utilized by the fire department of the City. The City will also convey and transfer to the District any and all interest in any computers, telephones, radios, and other miscellaneous items utilized by the City fire department. The City will execute any necessary documents to confirm the transfer, but the intent of this paragraph is that title be conveyed immediately and automatically upon the effective date of annexation. The City agrees to transfer and assign any and all interest it may have in any manufacturer's, contractor's, or vendor's warranties related to the items to be conveyed under this paragraph to the District, to the extent that the same may be validly transferred or assigned. The conveyances required by this paragraph shall be without charge by the City. The City hereby represents and warrants that it is the sole owner of the acquired assets and has good and marketable title thereto, free and clear from all encumbrances, security interests, liens, charges, conditional sales contracts or claims of any kind, known or unknown, by any person. The District hereby accepts the items to be conveyed under this paragraph in an "as is" condition as of the date of the transfer and the City makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended.

5. **Maintenance and Operation of Fire Station, Apparatus and Equipment.** Upon transfer of the property to be conveyed by the City to the District under paragraphs 3 and 4 above, the District shall assume sole responsibility for the maintenance, operation and repair of the same and the City shall in no event be liable for any such maintenance, operation or repair.

6. **Transfer of Employees.** Upon the effective date of annexation, all employees of the City's Fire Department who have previously transferred, and are currently employed by the District shall become employees of the District in accordance with applicable statutes.

7. **Claims Existing Prior to Annexation – Indemnity.** Anything contained in this Agreement notwithstanding, the City shall remain solely liable for all liabilities, claims, damages, demands or other expenses of any kind or nature, known or unknown, including, but not limited to, the payment of general obligation and other bonds: (a) arising out of, in connection with or stemming from the City's ownership and usage of the acquired assets described in paragraphs 3 and 4, above, prior to annexation; and/or (b) arising out of, in connection with or stemming from the City's operation of the Milton Fire Department prior to annexation. The City is not transferring and the District is not assuming any of the foregoing liabilities, claims, demands, damages or other expenses.

8. Liabilities – Indemnity.

A. By City.

1. The City agrees to indemnify, hold harmless, and defend the District, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness, or death of persons, including employees of the City, or damage to property, occurring prior to the effective date of annexation and arising out of any negligent act, error, or omission of the City, its officers, agents, or employees, in providing fire and emergency medical services. The indemnity under this paragraph is intended to protect the District from claims by third parties stemming from events in connection with fire department operations occurring before annexation, and shall be limited thereto.

2. The City agrees to indemnify, hold harmless and defend the District, its officers, agents, and employees, from and against any and all losses, liabilities or other expenses arising out of any claims, demands or any other losses resulting to the District: (a) by reason of or arising out of the duties or liabilities of the City not expressly assumed by the District under this Agreement; or (b) that arise out of or are incurred by the District by reason of the incorrectness or breach by the City of any of the agreements, representations or warranties contained in the Agreement.

B. By District.

1. The District agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness, or death of persons, including employees of the City, or damage to property, occurring on or after the effective date of annexation and arising out of any negligent act, error, or omission of the District, its officers, agents, or employees, in providing fire and emergency medical services. The indemnity under this paragraph is intended to protect the City from claims by third parties stemming from events in connection with fire department operations occurring after annexation, and shall be limited thereto.

2. The District agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against any and all losses, liabilities or other expenses arising out of any claims, demands or any other losses resulting to the City: (a) by reason of or arising out of the duties or liabilities of the District not expressly assumed by the City under this Agreement; or (b) that arise out of or are incurred by the City by reason of the incorrectness or breach by the District of any of the agreements, representations or warranties contained in the Agreement.

9. Obligations Contingent. The obligations of the parties under this Agreement are expressly contingent upon receipt of a favorable vote on annexation at the elections referenced in Section 1C. Except as otherwise expressly set forth in this Agreement, in the event that the annexation ballot proposition is not submitted to the voters, or in the event that the proposition is submitted and does not receive the favorable vote in both the District and the City that is required for annexation, this Agreement shall terminate and the parties shall have no further obligations under it. In the event that the annexation proposition is submitted and fails, the Operational Service Agreement between the City and the District will determine how fire and emergency medical services are provided through the term

of the agreement. Assuming the annexation is successful; this agreement shall guide the parties in their relationship post-annexation, but shall be reviewed by the parties commencing 18 months after the effective date of annexation to ascertain whether either party wishes to modify any provisions of the agreement.

10. Availability of Records. The City and the District agree to cooperate with each other in making available public records in the City's or the District's possession and control regarding the fire and emergency medical services operations.

11. Costs. Subject to subparagraph 1(D), above, each party agrees to bear and pay its own expenses in connection with the negotiation and implementation of this Agreement, including, but not limited to, its attorneys' fees and consultant fees.

12. Existing agreements. Upon annexation of the City to the District and transfer of the property referred to in paragraphs 3 and 4 above, except as provided in Paragraph 2.B, the Agreement referred to in Recital A above shall be automatically terminated and of no further effect.

13. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

To the City:

Debra Perry, Mayor
City of Milton
1000 Laurel Street
Milton, WA 98354

To the District:

Rick Kuss, Chair Board of Commissioners
Pierce County Fire Protection District No. 22
18421 Veterans Memorial Drive East
Bonney Lake, WA 98391

14. Integrated Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be modified only by a written instrument signed by all parties hereto.

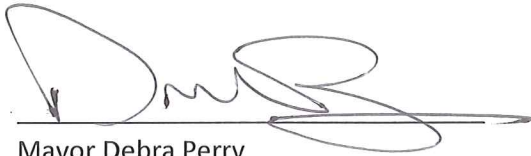
15. Severability. In the event that any section, sentence, clause, or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

16. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior court of the State of Washington, in and for Pierce County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

17. Third Party Rights. Anything to the contrary notwithstanding, nothing contained in this Agreement shall be interpreted to create third party rights in any person or entity not a party thereto.

18. **Effective Date.** This Agreement shall become effective upon approval and execution by both parties.

CITY OF MILTON



Mayor Debra Perry

Date: OCTOBER 1, 2012

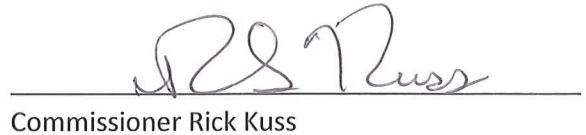
ATTEST/AUTHENTICATED:

LISA M TYLOR
Lisa Tylor, City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney, Bio Park

**PIERCE COUNTY FIRE PROTECTION DISTRICT
NO. 22 dba EAST PIERCE FIRE & RESCUE**



Commissioner Rick Kuss

Date: 10/16/12

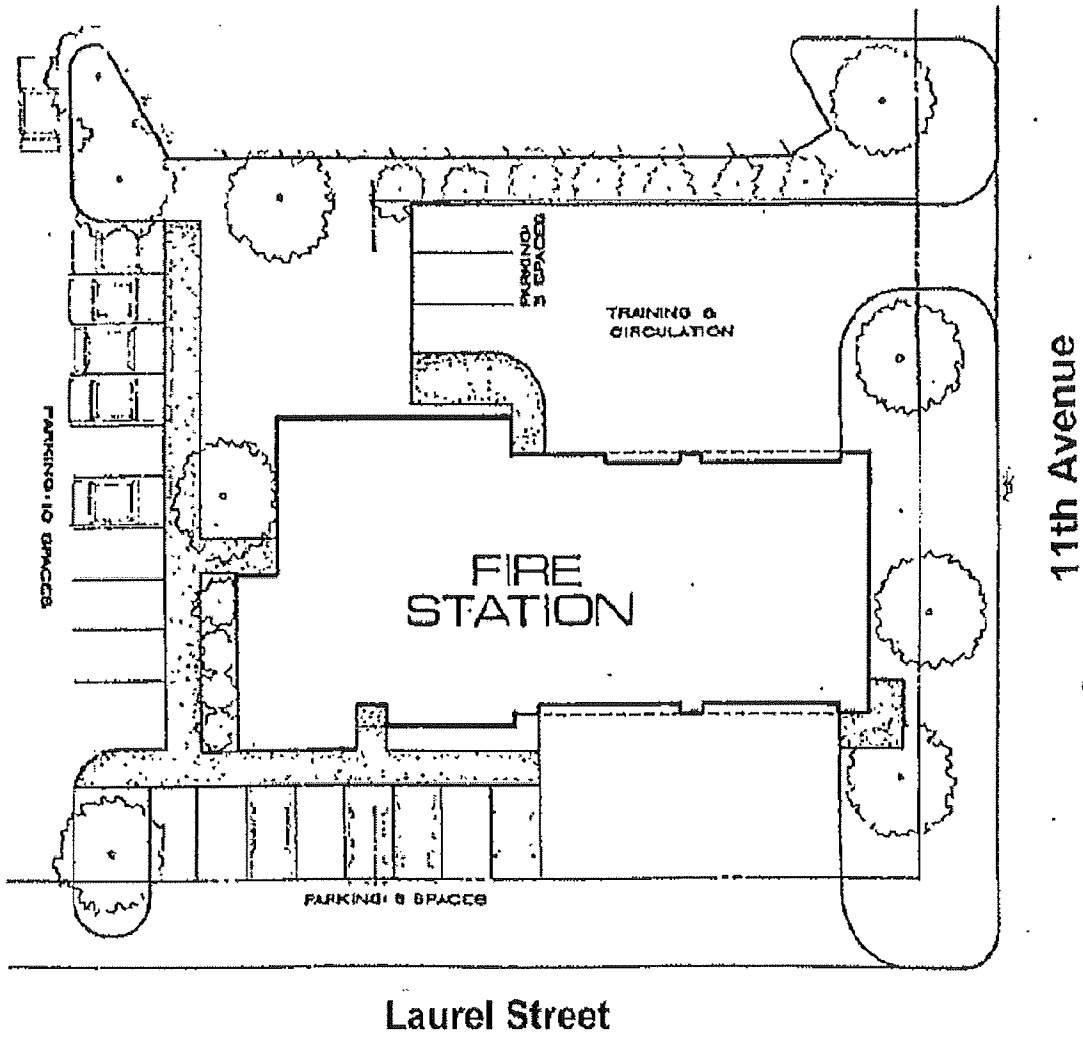
ATTEST/AUTHENTICATED:

Nancy Keck
Nancy Keck, Secretary

APPROVED AS TO FORM:

[Signature]
Attorney, Joseph Quinn

Attachment 1
Map of Station and Grounds
1000 Laurel Street, Milton, WA



EMERGENCY RESPONSE GOAL STATEMENTS

City of Milton

(January 1, 2011 to August 10, 2012)

1. **Response time¹⁰ for the arrival of the first arriving engine company¹² at a fire suppression incident¹⁵ (Building or Dwelling Only NFIRS 111 & 121)**
 - a) The National Fire Protection Association² defines 4 minutes as the performance standard. Our agency meets this objective 80 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits:
 - For the 1st geographic area²¹, our agency has defined 6 minutes as the performance standard. Our agency meets this objective 100 percent of the time.
 - 90% of our response times for this objective are 3:55 minutes or less.
2. **Response time¹⁰ for the arrival of the first arriving engine company¹² to all other fires¹⁶**
 - a) The National Fire Protection Association² defines 4 minutes as the performance standard. Our agency meets this objective 88 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits.
 - For the 1st geographic area²¹, our agency has defined 6 minutes as the performance standard. Our agency meets this objective 100 percent of the time.
 - 90% of our response times for this objective are 3:41 minutes or less.
3. **Response time¹⁰ for the arrival of a unit with first responder¹⁸ or higher level capability at an emergency medical incident⁹**
 - a) The National Fire Protection Association² defines 4 minutes as the performance standard. Our agency meets this objective 58 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits.
 - For the 1st geographic area²¹, our agency has defined 6 minutes as the performance standard. Our agency meets this objective 87 percent of the time.
 - 90% of our response times¹⁰ for this objective are 6:38 minutes or less.
4. **Response time¹⁰ for the arrival of an advanced life support unit¹⁹ at an emergency medical incident⁹, where this service is provided by the fire department²⁰.**
 - a) The National Fire Protection Association² defines 8 minutes as the performance standard. Our agency meets this objective 94 percent of the time.
 - b) Our agency has defined the City of Milton with 1 geographic area within city limits.

- For the 1st geographic area²¹, our agency has defined 8 minutes as the performance standard. Our agency meets this objective 94 percent of the time.
 - 90% of our response times¹⁰ for this objective are 6:38 minutes or less.

Premise

- 1) We are only capturing the apparatus' times when that unit is responding and arriving priority.
- 2) We are only reporting on incidents that occur within our own jurisdiction.
- 3) Apparatus from neighboring agencies that respond into our jurisdiction (mutual aid or automatic aid received) will be measured.
- 4) Due to the flexibility for each agency to identify their own geographical area(s), a standard definition of descriptions has been included in the definition section, consistent with those definitions found in CFAI.

Definitions

- 1) **Turnout Time** – The time interval that begins when the notification process begins by either an audible alarm or visual annunciation, or both, and ends at the beginning point of travel. Reference NFPA 1710 3.3.53.8.
- 2) **National Fire Protection Association (NFPA 1710 Standard - 2010 Edition)** –The standard for the organization and deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.
- 3) **NFIRS** – National Fire Incident Reporting System.
- 4) **Fire Incident** – All NFIRS 100 incident types.
- 5) **Special Operation Incident** – Those emergency incidents to which the fire department responds that require specific and advanced training and specialized tools and equipment. Reference NFPA 1710 3.3.41.2.
- 6) **CPR** – Cardiopulmonary resuscitation.
- 7) **BLS** – A specific level of pre-hospital medical care provided by trained responders, focused on rapidly evaluating a patient's condition; maintaining a patient's airway, breathing, and circulation; controlling external bleeding; preventing shock; and preventing further injury or disability by immobilizing potential spinal or other bone fractures. Reference NFPA 1710 3.3.36.2
- 8) **ALS** – Emergency medical treatment beyond basic life support that provides for advanced airway management including intubation, advanced cardiac monitoring, defibrillation, establishment and maintenance of intravenous access, and drug therapy. Reference NFPA 1710 3.3.36.1

- 9) **Emergency Medical Incident** – The treatment of patients using basic first aid, CPR, BLS, ALS, and other medical procedures prior to the arrival at a hospital or other health care facility. Reference NFPA 1710 3.3.17. Note: Only NFIRS 321, 322, and 323 incident types.
- 10) **Response Time (aka Travel Time)** – Means the time immediately following the turnout time that begins when units are en route to the emergency incident and ends when the first arriving unit arrives at the scene. Reference NFPA 1710 3.3.53.7.
- 11) **NFPA 1710** – The standard for the organization and deployment of fire suppression, emergency medical operations, and special operations to the public by career fire departments.
- 12) **Engine Company** – Apparatus whose primary functions are to pump and deliver water and perform basic firefighting at fires; including search and rescue. Reference NFPA 1710 5.2.3.1.
- 13) **NFIRS 111** – Building fire.
- 14) **NFIRS 121** – Fire in mobile home used as fixed residence.
- 15) **Fire Suppression Incident** - Only NFIRS 111 and 121 incident types.
- 16) **All Other Fires** – All NFIRS 100 level incident types except 111 and 121.
- 17) **Full First Alarm Assignment** - Means the appropriate number and type of both apparatus and fire suppression personnel, as defined by each jurisdiction, sufficient to perform the eight NFPA defined fire-fighting tasks at a working structure fire incident. Reference NFPA 1710 5.2.4.2.2
- 18) **First Responder** – A trained individual providing initial assessment and basic first-aid intervention, including cardiac pulmonary resuscitation and automatic external defibrillator capability. Reference NFPA 1710 3.3.24
- 19) **Advanced Life Support Unit** – Personnel and equipment capable of providing ALS care.
- 20) **Fire Department** – A fire protection district or a regional fire protection service authority responsible for firefighting actions, emergency medical services, and other special operations in a specified geographical area. Reference Revised Code of Washington 52.33.020 (4)
- 21) **Geographical Areas:** 5 Classifications of geographical areas have been identified as defined in the CFAI (Commission on Fire Accreditation International) manual. Each

agency will identify which classification(s) apply to their agency, based on the defined area or zones population density.

Metropolitan: an incorporated or unincorporated area with a population of over 200,000 people and/or a population density over 3,000 people per square mile.

Urban: an incorporated or unincorporated area with a population of over 30,000 people and/or population density over 2,000 people per square mile.

Suburban: an incorporated or unincorporated area with a population of 10,000 to 29,999 and/or any area with a population density of 1,000 to 2,000 people per square mile.

Rural: an incorporated or unincorporated area with total population less than 10,000 people, or with a population of less than 1,000 people per square mile.

Wilderness: any rural area not readily accessible by public or private maintained road.