

**INTERLOCAL AGREEMENT BETWEEN
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY
AND THE CITY OF MILL CREEK FOR FIRE
MARSHAL SERVICES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE** regional fire authority, a Washington municipal corporation (the "Authority") and the **CITY OF MILL CREEK**, a Washington municipal corporation (the "City") on this 1st day of January 2023.

WHEREAS, the City was annexed into the Authority effective August 1, 2022; and

WHEREAS, the Regional Fire Authority (RFA) Plan contemplates that the City will contract for fire marshal services from the Authority; and

WHEREAS, the Authority and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements to provide high quality services to the public in an efficient manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to ensure high quality and uninterrupted fire marshal services to the residents of the City during the term of this Agreement.
2. **Term.** This Agreement shall commence January 1, 2023, (the "Effective Date") and will continue until terminated as provided herein. Either party may terminate this Agreement for any reason upon not less than twelve (12) months' advance written notice; provided, however, that neither party shall issue notice of termination prior to December 31, 2024.
 - 2.1 Termination by Authority for Cause. The Authority may also terminate this Agreement upon thirty (30) days' notice if the City fails to pay an undisputed Contract Payment installment within ninety (90) days of its due date and fails to cure the failure to pay prior to the termination date stated in the notice.
 - 2.2 Termination by City for Cause. If the Authority is in material breach of any term or condition herein, the City may provide the Authority with a written notice describing the default in detail. The Authority shall cure such breach within ninety (90) days after receipt of such notice and shall confer with the City on the steps being taken; provided, however, that the time for cure shall be extended if the default cannot be cured within ninety (90) days and the Authority is making a good faith effort to cure such default in a timely manner. If the Authority fails to timely cure the default as provided in this section, the City may issue written notice of termination which shall take effect not less than thirty (30) days following such notice.
3. **Services.** During the term of this Agreement, the Authority agrees to provide those fire marshal services identified on **Exhibit A** hereto (the "Services") within the boundaries of the City, as those boundaries may be adjusted in the future.

4. **Level of Service.** The Services shall be provided in such a manner as to maintain the existing levels of service provided by the City immediately prior to the Effective Date until or unless a revised scope of services is mutually agreed upon in an amendment to this Agreement in accordance with Section 24 below.
 - 4.1 The Services shall be administered in the interest of the City and shall be performed in a professional and competent manner pursuant to and within the timelines required of the City's Municipal Code (the "Code"), City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of the Services. It is recognized by both parties that there are exceptions that will impact turnaround times that shall be taken into consideration in determining compliance with this section of the Agreement.
 - 4.2 In the event the City, for any reason, determines that it is in the interest of the City to change the defined Level of Service, the Contract Payment shall be adjusted in accordance with **Exhibit B**. Any modification to the Level of Service shall be stated in a written amendment to this Agreement specifying the modifications to the Level of Service and the changes to the Contract Payment. In the event substantial volume increases affect the ability of the Authority to meet the defined Level of Service, the parties agree to collaborate in the public interest to address adjustments in the Contract Payment necessary to satisfy the Level of Service or to make changes to the Level of Service on mutually agreeable terms; provided, that no adjustment to the Contract Payment or change to the Level of Service shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below.
 - 4.3 Designees from each party shall meet on a regular basis at the request of either party, to discuss the Level of Service, the quality of service, the Contract Payment and any other issues arising out of the performance of this Agreement.
5. **Personnel, Equipment and Office Space.**
 - 5.1 The Authority shall be solely responsible for establishing and supplying all staffing (the "Assigned Authority Personnel") and all equipment necessary to provide the Services, except for any equipment which the City is expressly required herein to provide.
 - 5.2 As partial consideration for the Services, the City shall provide the following to the Authority at no cost: (i) suitable office space within the City for the Assigned Authority Personnel; (ii) access to office equipment and supplies reasonably needed to provide Fire Prevention services e.g. computers, internet access, telephones, computer software licenses, etc.
 - 5.3 The City shall provide the Assigned Authority Personnel with access to permit files and other City records reasonably necessary for the Authority to provide the Services.

6. **City Fees, Billing and Collection.** The City may continue to impose and charge fees related to fire prevention services. The City shall collect and shall be entitled to retain all such fees that are collected. Billing and collection services associated with the City's fees shall be solely performed by City staff.
7. **Contract Payment.** Beginning January 1, 2023, the City shall, in consideration of the Services, pay the Authority an annual sum (the "Contract Payment") in accordance with **Exhibit B**.
 - 7.1 Contract Payment Adjustment. Each year, no later than September 1, the Authority shall submit to the City a statement showing the Contract Payment for the ensuing year, adjusted for increases in labor costs.
 - 7.1.1 *Adjustment Date Not Met.* If a new collective bargaining agreement (CBA) between the Authority and the IAFF Local which represents the Authority's employees has not been finalized by September 1 of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA is effective between the Authority and the local chapter of the IAFF. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2022 and a new CBA is executed on December 1, 2024 but made retroactive to January 1, 2023, the Adjustment Year would be 2023.
 - 7.1.2 *Compensation Adjustments.* **Exhibit B** is designed to set forth an estimated level of compensation that fully compensates the Authority for the actual cost of providing the Services as defined in **Exhibit A**. If the parties determine that the calculation on **Exhibit B** results in an overcompensation or under compensation, the City and Authority shall cooperate to make adjustments to **Exhibit B**, as necessary, to achieve the goal of compensating the Authority for the actual cost of providing the Services; and permitting the City to timely review and adjust pricing for those fire marshal services that are subject to cost recovery as part of its financial policies and budget process provided, that no adjustment to **Exhibit B** shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below. The parties shall meet and confer on a regular basis to review performance and level of service provided under this agreement.
 - 7.1.3 *Creating Unfunded Mandates.* The City shall not create any unfunded mandates for increased service or reporting by the Authority without fully compensating the Authority for actual costs incurred.
8. **Payment.** Beginning January 1, 2023, the Contract Payment shall be due and payable in four equal installments made by the fifteenth (15th) day of the month in the months of January, April, July and October. The Authority shall issue an invoice to the City at least thirty (30) days in advance of the due date. If payment of an

undisputed installment is more than thirty (30) days delinquent, interest shall accrue at the rate of twelve percent (12%) per annum.

9. **Fire Code Official.** For purposes of Section 103.2 of the International Fire Code (IFC), the Authority Fire Chief shall be designated the Fire Code Official for the City during the term of this Agreement. In consultation with the City Manager, the Fire Chief shall designate and the City Manager shall appoint an individual to serve as the City Fire Marshal and ensure the assignment of fire prevention personnel to support the needs of the City as defined in **Exhibit A**. The Fire Marshal and prevention personnel will perform the functions specified in this Agreement, International Fire Code, City ordinances, and other adopted fire service standards. The City shall retain the full and ultimate authority for code adoption, interpretation and enforcement. The Fire Marshal and Fire Prevention personnel shall be certified commensurate with duties assigned.
 - 9.1 Fire Code refers to all applicable fire codes and prevention standards ("Codes") of Section 103.2 of the International Fire Code (IFC) and Mill Creek Municipal Code ("MCMC") Title 15 as that section may be amended or recodified by the City.
 - 9.2 The Fire Code Official may, from time to time, make recommendations to the City regarding suggested revisions or amendments to the City's Fire Code. Such recommendations shall be made according to the process prescribed by the City.
10. **Fire Plan Review & Inspections.** The following terms and conditions shall apply with regards to Plan Review services outlined on **Exhibit A**:
 - 10.1 All services provided pursuant to this Exhibit shall be performed in a professional and competent manner pursuant to and within the timelines required of the Codes, City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of that work. Fire prevention personnel shall obtain and maintain certifications needed to perform the duties of these services.
 - 10.2 The personnel assigned to the Fire Marshal's office shall maintain their operational training and provide operational support as part of their daily activities as directed by the Authority.
11. **Fire Code Enforcement.** The following terms and conditions shall apply with regards to those Fire Prevention Code Enforcement services outlined on **Exhibit A**:
 - 11.1 The City shall be responsible for providing prosecution services and legal counsel necessary to prosecute any civil or criminal code enforcement issues when enforcement requires judicial action (including hearing examiner proceedings). Once enforcement is turned over to the City for judicial action, the City retains independent prosecutorial discretion as to how or whether to proceed with enforcement action. The City will also maintain responsibility for any Code enforcement activities that require the presence or involvement of commissioned law enforcement officers. The Assigned Authority Personnel who inspected the property and found it to be in violation shall appear before

any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist the City with enforcing the IFC at the sole cost of the Authority. If the parties mutually agree, the City may provide Assigned Authority Personnel with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the general public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.

- 11.2 The Authority will cooperate and coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
- 11.3 The Authority will attend and provide testimony and exhibits at Code enforcement hearings before the City's Hearing Examiner, and upon appeal, if any, to court.

12. **Fire Investigation Services.** The following terms and conditions shall apply with regards to those Fire Investigation services outlined on **Exhibit A**:

- 12.1 The Authority will coordinate arson investigation activities with the City Police Department as necessary. The City may issue a limited commission to investigators to allow for sharing of privileged information or other activities approved by the City Police Chief.
- 12.2 All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.
- 12.3 The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.
- 12.4 The City reserves the right to use Snohomish County Fire Marshal's Office to assist with the performance of the services in this section.

13. **Records.** All records received, used or prepared in connection with the Services shall remain in the custody of the City and shall be maintained in such manner(s) as may be prescribed by the City. All such records shall be accessible by the Assigned Authority Personnel in order to perform the Services.

- 13.1 The City shall be solely responsible for responding to Public Records Requests received by the City which involve public records generated pursuant to this Agreement; provided, however, that the Authority and Assigned Authority Personnel shall assist in a timely manner, as necessary, in locating responsive records necessary for the City to fulfill its statutory duties under RCW 42.56.
- 13.2 The Authority shall be solely responsible for responding to Public Records Requests received by the Authority which involve public records generated pursuant to this Agreement; provided, however, that the City shall cooperate in a timely manner, as necessary, in providing records necessary for the Authority to fulfill its statutory duties under RCW 42.56.

14. Indemnification.

- 14.1 To the extent permitted by law, the Authority shall indemnify, hold harmless and defend the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the Authority, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the City, the Authority shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the City and its officers, agents, employees or any of them, or jointly against the City and the Authority and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the Authority, the Authority shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the Authority's obligation under this Section applies only to the extent of its negligence.
- 14.2 To the extent permitted by law, the City shall indemnify, hold harmless and defend the Authority and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the Authority, the City shall defend the same at its sole cost and expense; provided that the Authority retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the Authority and its officers, agents, employees or any of them, or jointly against the Authority and the City and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the City, the City shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the City's obligation under this Section applies only to the extent of its negligence.

15. **City and Authority Are Independent Municipal Governments.** The parties recognize and agree that they are independent governments. No separate legal or

administrative entity is created by this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property acquired or used by either party in connection with the performance of this Agreement shall remain the sole property of such party, and the other party shall have no interest therein. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the Authority shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the City.

16. **Administration of Agreement.** This Agreement shall be administered by the Authority's Fire Chief and the City Manager. The Fire Chief and City Manager shall meet regularly and at the request of either party to ensure the satisfaction of the City with the Services. The City Manager may provide input to the Fire Chief concerning desired outcomes, quality and timeliness of the Services.
 - 16.1 In addition to the foregoing, the Authority will provide such reports in writing or in person before the City Council as may be reasonably requested by the City Manager in order for the community to remain informed regarding the Services performed pursuant to this Agreement.
17. **Assigned Authority Personnel.** The Assigned Authority Personnel shall at all times be Authority employees and shall not be deemed to be loaned employees of the City. The Authority shall be solely responsible for all compensation due to Assigned Authority Personnel, supervision and discipline. The City shall immediately notify the Human Resources Director for the Authority concerning any actions by Assigned Authority Personnel requiring involvement by the Human Resources Department. The Authority retains the right to move employees within the Prevention Division.
18. **Dispute Resolution.** It is the intent of the parties herein to attempt to resolve all disputes between them without litigation. The parties shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the parties. If the parties cannot agree upon a mediator, the parties shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS) and request that a mediator be appointed. If the parties cannot agree on which of these services to use, one of them shall be selected at random. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation.
 - 18.1 Jurisdiction and venue for any dispute arising out of this Agreement shall lie exclusively in the Superior Court of Snohomish County, Washington
19. **Non-Waiver.** No waiver of any act or omission, including but not limited to acceptance of payment by the Authority, shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.
20. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

South Snohomish County Fire & Rescue
Attention: Fire Chief
12425 Meridian Ave.
Everett, WA 98208

City of Mill Creek
Attention: City Manager
15728 Main Street
Mill Creek WA 98012

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested, or by the receipt from any private delivery service such as Fed Ex or DHL.

21. **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.
22. **Survival.** All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.
23. **Entire Agreement.** This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the legislative authorities of each party.
24. **Amendments.** This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authorities of each party.

Signatures on Following Page

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

Derek Daniels

Derek Daniels (Jan 19, 2023 15:52 PST)

By: Derek Daniels
Its: Chair

Micah Rowland

Micah Rowland (Jan 19, 2023 16:26 PST)

By: Micah Rowland
Its: Vice Chair

David Chan

David Chan (Jan 19, 2023 22:43 PST)

By: David Chan
Its: Commissioner

Jim Kenny

Jim Kenny (Jan 19, 2023 23:10 PST)

By: Jim Kenny
Its: Commissioner

Mark Laurence

Mark Laurence (Jan 19, 2023 18:45 PST)

By: Mark Laurence
Its: Commissioner

Chris Teofilak

Chris Teofilak (Jan 20, 2023 12:49 PST)

By: Chris Teofilak
Its: Commissioner

ATTEST:

Melissa Blankenship

By: Melissa Blankenship
Its: Executive Assistant

CITY OF MILL CREEK

Martin Yamamoto

By: Martin Yamamoto
Its: City Manager

ATTEST:

Naomi Fay

Its: City Clerk

**EXHIBIT A
LIST OF SERVICES**

I - PLAN REVIEW AND INSPECTION SERVICES:

The Authority will provide Plan Review and Inspection Services for the City within the City's boundaries, as those boundaries may be adjusted in the future. The description of Plan Review and Inspection Services in this **Exhibit A** is intended to provide an overview of the Services that were previously provided by SRFR. The Services should be construed broadly so that the Authority will continue seamlessly providing all services previously provided by SRFR. Plan Review Services include, but are not limited to, administration and enforcement of applicable fire codes and prevention standards ("Code or Codes"), including MCMC Title 15 as that section may be amended or recodified by the City.

The Authority shall provide in consultation with the City the following Plan Review and Inspection Services:

- A. Direct the management and supervision of personnel performing the Services.
- B. Administer plan review programs and activities to include plan review, construction inspections, Code compliance and enforcement, and provide recommendations regarding the development and maintenance of Fire Codes and Standards. Consult with City on interpretation of Codes as necessary to perform the Services.
- C. Coordinate with the City to process development plans and code-related permit application packages in a timely manner consistent with City established customer service goals and applicable laws agreed to by the Authority upon annual contract review and approval. The City and Authority shall coordinate expedited review of plans and code-related permit applications as needed by the City. Services may be undertaken by a third party or overtime as mutually agreed to by the Authority and City, as needed to meet the timeliness and/or expertise required by the City.
- D. Perform all other administrative tasks necessary to support Plan Review and Inspection Services for the City.
- E. Coordinate with the City the scheduling and conducting of new construction / tenant improvement inspections for fire code compliance.
- F. Review Special Event applications/sites for fire code compliance.
- G. Assist and advise the City in its research of properties, systems and code requirements for potential projects and existing buildings.
- H. Participate in the Land Use Planning process to ensure code compliance.
- I. Coordinate with City the provision of development program services to include pre-construction meetings, pre-development meetings, inspections, inspecting fire protection systems, final acceptance tests, field review of fire related permits, coordination with the Building Services Division for the issuance of Certificates of Occupancy.

II - FIRE CODE ENFORCEMENT:

The Authority shall provide the following Fire Prevention Code Enforcement Services in Mill Creek city boundaries:

- A. Perform inspections required or authorized by the Code.
- B. Investigate and resolve Code violation complaints or inquiries.
- C. Perform all Code enforcement duties of the Fire Marshal, Fire Code Official, and/or Fire Chief as provided in the Code. If the parties mutually agree, the City may provide employees of the Authority with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this interlocal Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority, and that any revenue resulting from any enforcement actions shall belong to the City.
- D. Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
- E. Coordinate with the City on post-disaster building and system inspections and/or evaluations.
- F. Approve and/or Review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- G. Perform all other tasks related to providing the above Fire Prevention Code Enforcement Services.
- H. Manage the Fire Department Emergency Access program.
- I. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation.
- J. Manage a Fire Company Inspection Program and coordinate with the City the follow-up on code enforcement violations that are identified. The parties shall meet and confer regarding the number of inspections to be achieved on an annualized basis.
- K. Assist and Support Fire Operation Division in responses to Fire Alarm, Fire Sprinkler and associated fire protection feature alarms.
- L. Faulty systems reporting
- M. Process Fire Code complaints or inquiries from the public to include data entry, file creation, and routing of information.
- N. The parties shall coordinate the processing of Special Event applications for Safety Provisions and Fire Code Compliance within the timeline for the corresponding City review.
- O. Process Business License Applications, including inspections for Fire Code Compliance.

III - FIRE INVESTIGATION SERVICES:

The Authority shall perform Fire Investigation Services that include but are not limited to:

- A. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, protect evidence, cooperate with

prosecutors and law enforcement, be available for interviews and courtroom testimony, and other associated duties.

- B. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of twenty thousand dollars (\$20,000) or more if cause cannot be determined by on-scene personnel.
- C. Coordinate arson investigation activities with the Mill Creek Police Department as necessary.
- D. Respond to all working fires when requested during working hours and all working fires after hours if available.
- E. Participate in regional and state fire investigative organizations and activities.
- F. Perform all other tasks related to Fire Investigation Services.

Evidence Retention

All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

Cooperation in Criminal Investigations

The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur because of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

IV - GENERAL FIRE PREVENTION MANAGEMENT:

- A. Direct the management and supervision of personnel assigned to the Fire Prevention Division.
- B. Maintain records in accordance with state-approved retention schedules and fulfill public record requests in accordance with City requirement.
- C. Recommend and prepare updates to the Code for consideration by the City, including but not limited to state mandated updates to the International Fire Code.
- D. Perform all other administrative tasks necessary to support the Fire Prevention Division Services for the City, including all administrative tasks designated by the Code as the responsibility of the Fire Chief, Fire Marshal, and/or Fire Code Official.

EXHIBIT B

2023 Fire Marshal Service Contract

Labor	\$	119,500
M&O/Administration	\$	23,900
Capital	\$	3,125
Total Cost	\$	146,525

Note 1: Labor costs are based on 2023 Authority salary and benefit rates.

Note 2: In accordance with 7.1.1, if a new collective bargaining agreement (CBA) between the Authority and the IAFF Local which represents the Authority's employees has not been finalized by September 1 of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA is effective between the Authority and the local chapter of the IAFF. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2022 and a new CBA is executed on December 1, 2024 but made retroactive to January 1, 2023, the Adjustment Year would be 2023.

Note 3: M&O/Administration costs are a portion of human resources, accounting, payroll services, fleet maintenance, uniforms, field technology allocated to support of Fire Marshall services.

Note 4: Capital costs are an allocated portion of fleet management costs for Fire Marshal vehicles on an 8-year replacement schedule and will increase 3% annually.

Signature: Michael Fearnough
Michael Fearnough (Jan 19, 2023 16:02 PST)

Email: mfearnough@southsnofire.org