

**INTERLOCAL AGREEMENT
BETWEEN
THE KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY AND KING
COUNTY FIRE DISTRICT #43
RELATING TO FIRE PREVENTION SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY ("RFA"), and the KING COUNTY FIRE DISTRICT #43 ("MVFD").

WHEREAS, the RFA and MVFD are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the RFA maintains a professional fire prevention division that regularly performs administration of the fire code and conducts inspections, plan reviews, and/or fire investigations for other agencies including the cities of Kent, Covington and SeaTac; and

WHEREAS, MVFD desires to utilize the resources of the RFA to assist MVFD in delivering inspection and review services; and

WHEREAS, MVFD has agreed to compensate the RFA for conducting such services; and

WHEREAS, the RFA and MVFD find the working relationship established under previous interlocal agreements to be mutually beneficial to both parties and wish to continue this relationship;

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between the RFA and MVFD as follows:

1. Purpose. It is the purpose of this Agreement to establish the framework to effectuate MVFD's desire to have the RFA perform the services required to assist the MVFD when staff is on leave or as needed to address workload issues. To that end, the RFA hereby agrees to perform for payment the following services for MVFD:

- 1.1 Inspection and Plan Review Services
 - 1.1.1 Inspections pursuant to the IFC;
 - 1.1.2 Plan reviews pursuant to the IFC.

2. Administration of Agreement. This Agreement shall be administered by the Fire Chiefs or designees of each party.

3. Fire Prevention Services

3.1 Inspection and Plan Review Services. Unless otherwise provided for within this Agreement, all work performed by the RFA will be conducted at its offices.

3.1.1 Point of Contact. The RFA's Fire Marshal's point of contact shall be the Fire Chief for the MVFD or his/her designee.

3.1.2 Inspection Pursuant to the International Fire Code (IFC). The RFA shall perform fire inspections for MVFD in accordance with Section 106 of the IFC, and for permits identified in Section 105.7 of the IFC.

3.1.2.1 Manner of Inspections. Unless otherwise specifically stated in this Agreement, inspections shall be performed for MVFD in the same manner and under the same circumstances as such inspections would normally be performed.

3.1.2.2 Code Enforcement. Although the RFA shall provide inspection services, MVFD shall be responsible for taking any action to enforce the provisions of the IFC. MVFD shall be fully responsible for bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the IFC and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. The RFA staff 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 MVFD with enforcing the IFC.

3.1.2.3 Software Data Entry. Unless otherwise specifically stated in this Agreement, inspection data entry shall be performed by a member of the MVFD and in the same manner and under the same circumstances as such data entry would normally be performed. The RFA shall provide the completed inspection documentation to the MVFD for software.

3.1.2.4 Notification of Need. The MVFD shall notify the RFA a minimum of 24 hours in advance when inspection services are needed.

3.1.3 Plan Review Pursuant to the IFC. The RFA shall review plans for building construction, building alteration, and as required by the IFC and MVFD's local code amendments. The RFA will pick up and deliver plans to and from the MVFD headquarters. All plan review work will be conducted at the RFA's offices.

3.1.3.1 Manner of Review. Unless otherwise specifically stated in this Agreement, review shall be performed

for MVFD in the same manner and under the same circumstances as such reviews would normally be performed.

3.1.3.2 Time for Review. Upon its receipt of plans the RFA shall have two (2) weeks to conduct its initial plan review and to provide comments regarding those plans. If the RFA finds that more time is required to complete its review, the RFA will promptly notify MVFD and provide an explanation of why additional time is required. If mutually agreed to by the RFA's Fire Marshal and the MVFD's point of contact, this two (2) week review period may be increased or decreased to provide enhanced customer service on a needed basis. Upon completion of such review, Kent will return the plans along with any comments to MVFD.

3.1.3.3 Availability to Discuss Plans. The RFA shall be reasonably available to MVFD and the party who submitted the plans to discuss any comments to the plans or the requirements of the IFC and MVFD's local code amendments.

3.1.3.4 Issuance of Permits - Collection of Fees. MVFD shall establish all fees and will remain responsible for issuing all building permits and collecting all permit fees.

3.1.3.5 Records. Except for working copies, all other records, documents, and drawings pertaining to fire prevention services provided for under this Agreement will be maintained at the MVFD and be the sole property of the MVFD.

3.1.3.6 Other Services Necessary. The RFA will provide additional services necessary during the permit review process, including pre-application review, pre-construction conferences, meetings, phone calls, and other such activities deemed necessary to provide a high level of customer service and effectively implement the intent of this Agreement and of the IFC.

3.1.3.7 Software Data Entry. Unless otherwise specifically stated in this Agreement, plan review data entry shall be performed by a member of the MVFD and in the same manner and under the same circumstances as such data entry would normally be performed. The RFA shall provide the completed plan review documentation to the MVFD for software data entry once the review is completed.

3.1.3.8 Notification of Need. The MVFD shall notify the RFA a minimum of 24 hours in advance when review services are needed.

4. Duration. This Agreement shall become effective on July 1, 2015. Should this Agreement be ratified by the legislative bodies of MVFD and Kent after July 1, 2015, this Agreement shall be effective retroactively as of July 1, 2015. Unless terminated as provided for in Section 7, this Agreement shall remain in full

force and effect through July 1, 2018. This Agreement may be extended by mutual written agreement of the parties subject to the ratification of such extension by the legislative body of each party, and the execution of an appropriate contract amendment.

5. Payment to the RFA. In consideration of this Agreement and the services provided, MVFD will pay the RFA an hourly rate as identified in subsection 5.1 for each hour of all work performed by RFA staff. Each hour shall be divided into fifteen (15) minute increments, or four (4) units. MVFD shall pay for each fifteen (15) minute increment, which shall be rounded to the nearest fifteen (15) minute increment. MVFD shall be required to pay the RFA regardless of whether MVFD is paid or collects its fees from permit applicants or other responsible parties for the services rendered by the RFA staff. At the end of each quarter, the RFA will invoice MVFD for the services provided during that immediately preceding quarter by the 10th of the following month. For the purposes of this Agreement, quarters shall end on March 31, June 30, September 30, and December 31 of each year. MVFD will remit payment to the RFA within thirty (30) days from the date of the RFA's invoice.

5.1 Hourly Rate.

5.1.1 Sworn Personnel. MVFD shall pay the RFA an hourly rate of \$126.18 per hour for work performed by all RFA staff, excluding RFA's Fire Marshal.

5.1.2 Fire Marshal. MVFD shall pay the RFA an hourly rate of \$149.97 per hour for work performed by the Fire Marshal.

5.1.3 Annual Adjustment. Each year, the hourly rates charged under this Agreement will increase by the amount equal to the percentage increase in the Consumer Price Index (CPI) for Seattle-Tacoma-Bremerton (All Urban Consumers) for the previous year from the period of June to June. The rate will be rounded to the nearest cent.

5.2 Billing Statement. The RFA shall submit a quarterly billing statement to MVFD that shall contain hourly billing information for services rendered.

5.3 Reconciliation of Amount Due After Termination or Expiration. Within thirty (30) days of the effective date of this Agreement's expiration or earlier termination, the RFA shall submit to MVFD a statement as described in subsection 5.2 of this Agreement for the past quarter or part thereof. Within thirty (30) days of submitting the statement, the parties shall reconcile the account and determine the amount MVFD owes to the RFA for unpaid services. Final payment and settlement of accounts shall occur within ninety (90) days of the effective date of termination of the Agreement.

6. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by the RFA shall remain the property of the RFA and any property owned by MVFD shall remain the property of MVFD.

7. Termination.

7.1 Termination by Notice. This Agreement may be terminated by either party upon it providing the other party with 180 days advance written notice of such termination.

7.2 Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

7.3 Termination for Breach. The RFA may terminate this Agreement with fourteen (14) days advance written notice upon the failure of MVFD to make payments as required by this Agreement. MVFD may terminate this Agreement upon fourteen (14) days advance written notice in the event the RFA fails to provide services as required in this Agreement except disputes handled per Section 5.3.

8. Indemnification and Hold Harmless. MVFD agrees to defend, indemnify, and hold harmless the RFA and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by MVFD or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, expert witness fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by MVFD or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable.

The RFA agrees to defend, indemnify, and hold harmless MVFD and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by the RFA or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, expert witness fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by the RFA or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

9. Insurance. The RFA and MVFD shall carry and maintain, for the duration of this Agreement, general liability, property damage, and errors and omissions insurance coverage with an admitted carrier for the state of Washington with the following minimums:

General Liability: \$1 million per occurrence; and
Property Damage: \$1 million per occurrence; and
Errors and Omissions: \$1 million per occurrence.

The insurance policies shall name the other party of this Agreement and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. The insurance policy or policies shall have a thirty (30) days prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be "occurrence based" rather than "claims made." In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self insurance pool in the state of Washington with protection equal to or greater than that specified herein.

10. Miscellaneous.

10.1 Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

10.2 Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. The prevailing party in any claim or lawsuit for damages arising from the parties' performance of this Agreement, shall be entitled to its reasonable attorney fees and costs including expert witness fees; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

10.3 Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

The parties recognize that the RFA may enter additional interlocal agreements with other government agencies for the performance of the work called for in this Agreement. The parties also recognize that the RFA may become a party to an interlocal agreement in conjunction with other south county municipalities for the purpose of performing the work called for in this Agreement. MVFD agrees that by signing this Agreement, the

performance of the work called for in this Agreement may be performed by an interlocal agency in which the RFA is a party, and that investigators who are employed by jurisdictions other than the RFA which are a party to that other interlocal agreement may perform the work called for in this Agreement; provided that all other terms of this Agreement shall apply to the performance of the work in MVFD.

10.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.

10.5 Compliance with Laws. Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

10.6 Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

10.7 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

10.8 Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

10.9 Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.


IN WITNESS, the parties below execute this Agreement, which shall become effective on July 1, 2015.


MVFD:

RFA:

KING COUNTY FIRE DISTRICT #43:

THE KENT FIRE DEPARTMENT REGIONAL
FIRE AUTHORITY:

By: 

By: 
08.10.2015

Print Name: Brad Doerflinger
Its Fire Chief

Print Name: Jim Schneider
Its Fire Chief

DATE: _____

DATE: 08.10.2015

NOTICES TO BE SENT TO:

Fire Chief Doerflinger
King County Fire District #43
23775 SE 264th Street
Maple Valley, WA 98038
(425) 432-0200 (telephone)
(425) 413-2040 (facsimile)

NOTICES TO BE SENT TO:

Jim Schneider, Chief
Kent Fire Department RFA
24611 116th Ave SE
Kent, WA 98030
(253) 856-4300 (telephone)
(253) 856-6300 (facsimile)

APPROVED AS TO FORM:

Joseph F. Quinn,
MVFD Attorney

APPROVED AS TO FORM:

Brian Snure,
RFA Attorney