

**INTERLOCAL AGREEMENT FOR FIRE PREVENTION SERVICES BETWEEN THE CITY OF ENUMCLAW AND KING COUNTY FIRE PREVENTION DISTRICT NO. 28**

This AGREEMENT REGARDING THE PROVISION OF FIRE PREVENTION SERVICES FOR THE CITY OF ENUMCLAW (this "Agreement"), is made by and between King County Fire Protection District No. 28 ("District"), and the City of Enumclaw ("City"), a Washington code city.

**RECITALS**

WHEREAS, the City annexed into Fire District No. 28 via a vote of the electorate in 2010; and

WHEREAS, the Interlocal Agreement for Annexation of City of Enumclaw to King County Fire District No. 28, stipulated the District's commitment to provide fire prevention services for a period of 2 years; and

WHEREAS, commencing in 2013, the City will be in need of fire prevention services to ensure the public's health, safety and welfare; and

WHEREAS, the District has trained fire prevention personnel whereas the City does not; and

WHEREAS, the City has an existing relationship with the District for fire prevention services and thus it is most expedient, efficient and cost effective to enter into an interlocal agreement for fire prevention services with the District; and

NOW, THEREFORE, in consideration of their mutual agreements set forth herein, the City and District agree as follows:

1. Intent: The District agrees to provide effective and efficient fire prevention services within the corporate boundary of the City pursuant to the provisions of the International Fire Code.
2. Fire Prevention Services: The District shall provide the City with the following fire prevention services on an as-needed basis:
  - a. Fire (cause and origin) and arson investigations;
  - b. Administration, interpretation and enforcement of Enumclaw Municipal Code 16.26 (Fire Code), EMC 16.28 (Fire Alarms) and EMC 16.30 (Fire Sprinklers); including:
    - i. Review and approval of proposed development plans for compliance;
    - ii. Review of event/show permits, fire sprinkler and fire alarm permits;
    - iii. Inspection of events/shows;
    - iv. Inspection and testing of sprinkler systems, fire flows, and fire alarm systems;
    - v. Establishing occupancy loads;
    - vi. Recommending adoption of and updates to EMC 16.26; EMC 16.28 and EMC 16.30;

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- c. Annual company level inspections of individual businesses for compliance;
3. Coordination: Fire prevention services shall be performed in cooperation with the City's Community Development Department. The Community Development Department shall maintain procedures and processes for scheduling and routing of permits, and any other activities necessary to effect and ensure efficient review, inspection and compliance actions.
  4. Code Adoption: The City shall adopt the International Fire Code and local amendments thereto under which the District will perform the duties set forth in the agreement.
  5. Records: The City shall maintain a record of all Fire permits issued and inspections completed. Any records related to fire prevention services maintained by the District shall be available for inspection by the City.
  6. Fees for Service: The City and District shall agree as to the fees charged for each of the fire prevention tasks to be performed. The agreed fees shall be adopted by the City in its City Fee Ordinance.
  7. Fee Collection: The City shall on behalf of the District collect all applicable fire prevention fees. Fees collected will be remitted to the District within 30 days of collection. No other form of compensation shall be provided under this agreement.
  8. District Personnel: The District shall designate staff who will perform the duties of a Fire Marshal.
  9. Indemnification: Each of the parties shall at all times be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only, and to save and hold the other party and its personnel harmless from all costs, expenses, losses and damages, including Attorneys' fees and other costs of defense, incurred as a result of any acts or omissions of the party's personnel related to the performance of this contract. 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
  10. Relationship of the Parties. The parties to this Agreement are independent and nothing in this Agreement is intended to create a partnership, joint venture or other mutual undertaking between the parties.
  11. Term: This Agreement will begin January 1, 2013 and continue for a period of 12 months. The agreement will automatically renew for a successive 12 month period unless either party provides the other with written notification to terminate the agreement. The parties will review the fees periodically to

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ascertain whether a fee increase is needed. A written notice of termination shall be given at least six (6) months prior to date of stated termination.

12. No Assignment. The terms, covenants, and conditions set forth in this Agreement shall be deemed personal to the parties hereto and may not be assigned or transferred to any other person.
13. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as specifically provided herein.
14. Severability. In the event any part of the Agreement is declared void or invalid, the remaining portions of this Agreement shall not be affected, but shall remain in full force and effect.
15. Modification. The obligations of the parties to this Agreement may not be modified, amended, or waived except by written agreement executed by both parties.
16. Notices. All notices, demands or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if delivered personally or sent by United States Postal Service first class. Notices so sent shall be effective three days after mailing, if mailed by first class mail. Notices shall be addressed and delivered to:  
  

City Administrator 1339 Griffin Ave Enumclaw, WA 98022	King County Fire District No. 28 1330 Wells Street Enumclaw, WA 98022
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17. Execution of Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same contract.
18. Entire Agreement. The parties hereto agree that this Agreement constitutes the only agreement between them regarding fire prevention services, and that no oral representations or no prior written matter extrinsic to this instrument shall have any force or affect.

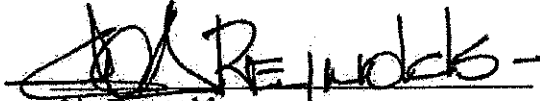
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IN WITNESS WHEREOF, the parties have executed this Agreement effective the date written above.


City of Enumclaw

King County Fire Prevention District No. 28

By:

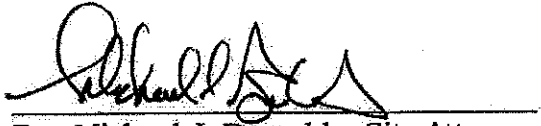
  
Liz Reynolds

By:

  
Joseph Clow  
Fire Chief

Mayor

APPROVED AS TO FORM:

  
By: Michael J. Reynolds, City Attorney

Attest:

Meredith Shirey, City Clerk

**RESOLUTION NO. 1467**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH FIRE DISTRICT NO. 28 FOR FIRE PREVENTION SERVICES**

**WHEREAS**, the City annexed into Fire District No. 28 via a vote of the electorate in 2010; and

**WHEREAS**, the Interlocal Agreement for Annexation of City of Enumclaw to King County Fire District No. 28, stipulated the District's commitment to provide fire prevention services for a period of 2 years; and

**WHEREAS**, commencing in 2013, the City will be in need of fire prevention services to ensure the public's health, safety and welfare; and

**WHEREAS**, the District has trained fire prevention personnel whereas the City does not; and


**WHEREAS**, the City has an existing relationship with the District for fire prevention services and thus it is most expedient, efficient and cost effective to enter into an interlocal agreement for fire prevention services with the District; and

**Now, therefore, the City Council of the City of Enumclaw, King County, Washington does hereby resolve as follows:**

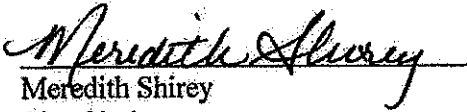
**Section 1:** The Mayor is hereby authorized to enter into an interlocal agreement for fire prevention services with Fire District No. 28, attached as "Exhibit A".

**Section 2:** If any provision of this resolution, and/or Agreement attached, is determined to be invalid or unenforceable for any reason, the remaining provisions of this resolution and/or the attached Agreement shall remain in force and affect.

PASSED IN REGULAR AND OPEN SESSION this 10<sup>th</sup> day of December, 2012.

  
Mayor Liz Reynolds  
INTRODUCED 12-10-12  
PASSED 12-10-12  
APPROVED 12-11-12  
PUBLISHED n/a

Attested:



Meredith Shirey  
City Clerk

Approved as to form:



Michael J. Reynolds  
City Attorney