



ENUMCLAW FIRE DEPARTMENT BOARD OF FIRE COMMISSIONERS

REGULAR MEETING AGENDA WEDNESDAY, MARCH 17, 2021 – 6:00PM REMOTE MEETING TELEPHONE CONFERENCE CALL-IN USING ZOOM

The Board of Commissioners of the Enumclaw Fire Department will hold a Regular Meeting via Telephone Conference Call-In.

Call-In Information:

Dial: +1 253 215 8782

Meeting ID: 844 2200 8329

Link to Join: <https://us02web.zoom.us/j/84422008329>

1. CALL TO ORDER
2. ATTENDANCE
3. AGENDA AMENDMENTS
4. APPROVAL OF MEETING MINUTES
 - A. Regular Meeting February 17, 2021
5. REGULAR BUSINESS
 - A. CORRESPONDENCE
 - B. FINANCIALS
 - 1) Approval of Expenditures – Exhibit A
 - a) 2021 General Fund Expenditures - \$341,280.94
 - b) 2021 Capital Fund Expenditures - \$2,778.75
 - **Board Action Recommendation:** To approve expenditures from the General Fund for \$341,280.94 and Capital Fund for \$2,778.75 as presented in Exhibit A.
 - 2) Cash Balances
 - a) February 28, 2021
 - a. General Operating Fund – \$2,059,549.75 (2020 - \$2,005,875.33)
 - b. Capital Outlay Fund - \$2,885,545.48 (2020 - \$1,916,438.40)
 - b) March 11, 2021
 - a. General Operating Fund – \$2,176,488.65
 - b. Capital Outlay Fund - \$2,897,512.56
 - 3) Financial Report – Ashley Winter, Office Manager
 - C. FIRE CHIEF'S REPORT - Chief Randy Fehr
 - D. RESOLUTIONS
6. MEETINGS
 - A. ESCi Presentation-Special Meeting
 - B. Next Regular Meeting
 - 1) April 21, 2021 @ 6:00pm
7. OLD BUSINESS
 - A. City of Enumclaw Fire Marshal ILA
8. NEW BUSINESS
 - A. Station 42 Repairs
9. EXECUTIVE/EXEMPT SESSION
10. GOOD OF THE ORDER
11. ADJOURNMENT



ENUMCLAW FIRE DEPARTMENT

1330 Wells Street Enumclaw, WA 98022
 Telephone (360) 825-5544 Fax: (253) 856-6541
 www.enumclawfire.org – EFD@enumclawfire.org

EXHIBIT A - EXPENDITURES FROM 2-18-2021 THRU 3-17-2021

Date: Wednesday, March 17, 2021

To: Board of Commissioners
From: Ashley Winter, Office Manager

Subject: Recommendation of Approval of Expenditures

General Fund Vouchers	Date	Batch	Type	Voucher #s	Amount
	3/17/2021	2021.03.03	Accounts Payable	210303001-210303030	\$ 47,938.07
					<u>\$ 47,938.07</u>

General Fund Payroll	Date	Batch	Type	Voucher #s	Amount
	2/26/2021	Career	Direct Deposit	EFTs	\$ 142,518.07
	2/26/2021	2021.02.03	Deductions & Benefits	EFTs	\$ 141,358.56
	2/26/2021	2021.02.04	Deductions & Benefits	210204001-210204003	\$ 6,580.04
	3/15/2021	Vol/Chap/Board	Direct Deposit	EFTs	\$ 2,359.96
	3/15/2021	2021.03.01	Deductions & Benefits	EFTs	\$ 526.24
					<u>\$ 293,342.87</u>

Capital Fund Vouchers	Date	Batch	Type	Voucher #s	Amount
	3/17/2021	2021.03.02	Accounts Payable	210302001	\$ 2,778.75
					<u>\$ 2,778.75</u>

Voided Vouchers	Date	Batch	Type	Voucher #s	Amount
					\$ -

Interfund Transfer	Date	From	To	Description	Amount
					\$ -

Total General Fund Expenditures \$ 341,280.94
Total Capital Fund Expenditures \$ 2,778.75
TOTAL EXPENDITURES \$ 344,059.69



ENUMCLAW FIRE DEPARTMENT BOARD OF FIRE COMMISSIONERS

REGULAR MEETING MINUTES WEDNESDAY, FEBRUARY 17, 2021 – 6:00PM REMOTE MEETING TELEPHONE CONFERENCE CALL-IN USING ZOOM

The Board of Commissioners of the Enumclaw Fire Department held a Regular Meeting via Telephone Conference Call-In.

Call-In Information:

Dial: +1 253 215 8782

Meeting ID: 812 1762 7152

Link to Join: <https://us02web.zoom.us/j/81217627152>

1. CALL TO ORDER

- Meeting called to order by Commissioner Jones at 6:00pm

2. ATTENDANCE

- Jenny Jones – Commissioner; Jim Zoll – Commissioner; Eric Heintzinger – Commissioner; Randy Fehr – Fire Chief; Ashley Winter – Office Manager
- **Board Action:** Motion made by Commissioner Heintzinger to excuse the absence of Commissioner Trachte and Commissioner Stubblefield, seconded by Commissioner Zoll. All in favor 3-0.

3. AGENDA AMENDMENTS

4. APPROVAL OF MEETING MINUTES

A. Regular Meeting January 20, 2021

- **Board Action:** Motion made by Commissioner Heintzinger to approve the January 20, 2021 Regular Meeting Minutes, seconded by Commissioner Zoll. All in favor 3-0.

5. REGULAR BUSINESS

A. CORRESPONDENCE

B. FINANCIALS

1) Approval of Expenditures – Exhibit A

a) 2021 General Fund Expenditures - \$378,483.17

- **Board Action:** Motion made by Commissioner Heintzinger to approve expenditures from the 2021 General Fund for \$378,483.17 as presented in Exhibit A, seconded by Commissioner Zoll. All in favor 3-0.

2) Cash Balances

a) January 31, 2021

- a. General Operating Fund – \$2,248,426.92 (2020 - \$2,213,494.18)
- b. Capital Outlay Fund - \$2,881,347.70 (2020 - \$1,922,337.63)

b) February 10, 2021

- a. General Operating Fund – \$2,310,978.83
- b. Capital Outlay Fund - \$2,881,347.70

2) Financial Report – Ashley Winter, Office Manager

C. FIRE CHIEF'S REPORT - Chief Randy Fehr

D. RESOLUTIONS

1) Resolution 2021-01 Surplus 1991 Seagrave Fire Engine

- **Board Action:** Motion made by Commissioner Heintzinger to read Resolution 2021-01 by title only, seconded by Commissioner Zoll. All in favor 3-0.
- Commissioner Jones reads Resolution 2021-01 by title.

- **Board Action:** Motion made by Commissioner Zoll to approve Resolution 2021-01 Surplus 1991 Seagrave Fire Engine, seconded by Commissioner Heintzinger. All in favor 3-0.

6. MEETINGS

A. Next Regular Meeting

- 1) March 17, 2021 @ 6:00pm

7. OLD BUSINESS

A. Annual Review of Board Policy Manual – Follow-up

- No changes.

8. NEW BUSINESS

A. City of Enumclaw Fire Marshal ILA - DRAFT

9. EXECUTIVE/EXEMPT SESSION

10. GOOD OF THE ORDER

- Commissioner Heintzinger – Aid Car Donation
- Commissioner Jones – 2018-2019 Audit Exit Meeting

11. ADJOURNMENT

- **Board Action:** Motion made by Commissioner Heintzinger to adjourn meeting at 6:32pm, seconded by Commissioner Zoll. All in favor 3-10. Meeting adjourned.

Approved by:

Amy Trachte, Chairperson

Ashley Winter, Office Manager

CHECK REGISTER

ENUMCLAW FIRE DEPARTMENT

Time: 09:57:50 Date: 03/15/2021

02/18/2021 To: 03/17/2021

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
181	02/26/2021	Payroll	1	EFT		7,910.02	
182	02/26/2021	Payroll	1	EFT		3,250.19	
183	02/26/2021	Payroll	1	EFT		4,631.94	
184	02/26/2021	Payroll	1	EFT		4,263.29	
185	02/26/2021	Payroll	1	EFT		10,332.96	
186	02/26/2021	Payroll	1	EFT		10,464.26	
187	02/26/2021	Payroll	1	EFT		7,692.16	
188	02/26/2021	Payroll	1	EFT		8,598.05	
189	02/26/2021	Payroll	1	EFT		3,704.20	
190	02/26/2021	Payroll	1	EFT		5,857.77	
191	02/26/2021	Payroll	1	EFT		9,065.46	
192	02/26/2021	Payroll	1	EFT		6,530.29	
193	02/26/2021	Payroll	1	EFT		5,803.22	
194	02/26/2021	Payroll	1	EFT		6,297.95	
195	02/26/2021	Payroll	1	EFT		8,991.60	
196	02/26/2021	Payroll	1	EFT		10,424.19	
197	02/26/2021	Payroll	1	EFT		2,563.29	
198	02/26/2021	Payroll	1	EFT		5,972.84	
199	02/26/2021	Payroll	1	EFT		5,451.24	
200	02/26/2021	Payroll	1	EFT		4,240.88	
201	02/26/2021	Payroll	1	EFT		7,289.28	
202	02/26/2021	Payroll	1	EFT		3,182.99	
204	02/26/2021	Payroll	1	EFT	DEPT OF RETIREMENT SYSTEMS	33,338.31	Pay Cycle(s) 02/26/2021 To 02/26/2021 - LEOFF2; Pay Cycle(s) 02/26/2021 To 02/26/2021 - PERS2
205	02/26/2021	Payroll	1	EFT	DIRECT DEPOSIT FOR PAYROLL	19,000.00	Pay Cycle(s) 02/26/2021 To 02/26/2021 - PR DRAW
206	02/26/2021	Payroll	1	EFT	IAFF #3931	2,774.00	Pay Cycle(s) 02/26/2021 To 02/26/2021 - L3931 HOUSE DUES; Pay Cycle(s) 02/26/2021 To 02/26/2021 - L3931 UNION DUES
207	02/26/2021	Payroll	1	EFT	IAFF FIRE PAC	164.22	Pay Cycle(s) 02/26/2021 To 02/26/2021 - IAFF FIRE PAC
208	02/26/2021	Payroll	1	EFT	INTERNAL REVENUE SERVICE	33,919.06	941 Deposit for Pay Cycle(s) 02/26/2021 - 02/26/2021
209	02/26/2021	Payroll	1	EFT	JOHN HANCOCK RETIREMENT PLAN SERVICES	12,190.61	Pay Cycle(s) 02/26/2021 To 02/26/2021 - DEFERRED COMP; Pay Cycle(s) 02/26/2021 To 02/26/2021 - DEFERRED COMP-ADMIN; Pay Cycle(s) 02/26/2021 To 02/26/2021 - DEFERRED COMP-LOAN PMT
210	02/26/2021	Payroll	1	EFT	LEOFF HEALTH & WELFARE TRUST	37,972.36	Pay Cycle(s) 02/26/2021 To 02/26/2021 - MEDICAL INS
211	02/26/2021	Payroll	1	EFT	WSCFF MEDICAL EMPLOYEE BENEFIT TRUST	2,000.00	Pay Cycle(s) 02/26/2021 To 02/26/2021 - WSCFF MERP
242	03/15/2021	Payroll	1	EFT		117.90	
243	03/15/2021	Payroll	1	EFT		117.90	
244	03/15/2021	Payroll	1	EFT		580.61	
245	03/15/2021	Payroll	1	EFT		138.52	
246	03/15/2021	Payroll	1	EFT		88.52	
247	03/15/2021	Payroll	1	EFT		568.19	
248	03/15/2021	Payroll	1	EFT		323.22	

CHECK REGISTER

ENUMCLAW FIRE DEPARTMENT

Time: 09:57:50 Date: 03/15/2021

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
249	03/15/2021	Payroll	1	EFT		307.20	
250	03/15/2021	Payroll	1	EFT		117.90	
251	03/15/2021	Payroll	1	EFT	INTERNAL REVENUE SERVICE	526.24	941 Deposit for Pay Cycle(s) 03/15/2021 - 03/15/2021
259	03/17/2021	Claims	1	0	AMERIGAS PROPANE LLC	2,458.65	INV# 3118158253
260	03/17/2021	Claims	1	0	CASCADE HEALTHCARE SERVICES, LLC	81.61	INV# T61566
261	03/17/2021	Claims	1	0	CINTAS	200.94	INV# 5054139089; INV# 5054139002
262	03/17/2021	Claims	1	0	COPIERS NORTHWEST	60.38	INV# INV2266247
263	03/17/2021	Claims	1	0	CREATIVE CONCEPTS	1,040.00	INV# 21-00004
264	03/17/2021	Claims	1	0	CURALINC, LLC	275.00	INV# 17373
265	03/17/2021	Claims	1	0	RANDALL CURTIS	50.00	TRANSPORT REFUND
266	03/17/2021	Claims	1	0	DEPT OF ENTERPRISE SERVICES	184.61	INV# 15119350
267	03/17/2021	Claims	1	0	EAR, NOSE, THROAT & FACIAL	1,275.00	ACT# 595997; ACT# 595270; ACT# 595406; ACT# 594884; ACT# 595082; ACT# 598778; ACT# 595071
268	03/17/2021	Claims	1	0	FASTENAL INDUSTRIAL SUPPLY	168.67	INV# WAENU107767; INV# WAENU107712; INV# WAENU107428
269	03/17/2021	Claims	1	0	GALLS LLC	270.77	INV# 017574092; INV# 017584163; INV# 017618029; INV# 017618054
270	03/17/2021	Claims	1	0	GATEWAY TRUE VALUE	39.80	INV# 143097
271	03/17/2021	Claims	1	0	GLENDALE HEATING AIR CONDITIONING	586.46	INV# 355168
272	03/17/2021	Claims	1	0	JAMES OIL CO INC	510.63	INV# 417236; INV# 416933
273	03/17/2021	Claims	1	0	KING COUNTY RADIO COMMUNICATION SERVICES	2,291.33	INV# 16850
274	03/17/2021	Claims	1	0	KING COUNTY TREASURY	3,816.73	PROPERTY TAX# 202006-9042-07; PROPERTY TAX # 282107-9006-01; PROPERTY TAX # 232006-9162-08
275	03/17/2021	Claims	1	0	L.N. CURTIS & SONS	4,110.49	INV# INV461861; INV# INV468412
276	03/17/2021	Claims	1	0	LES SCHWAB TIRE CENTERS INC	343.80	INV# 38400528713
277	03/17/2021	Claims	1	0	LIFE ASSIST INC	1,238.33	INV# 10706765
278	03/17/2021	Claims	1	0	MC GAVICK & GRAVES	1,120.00	INV# 24365
279	03/17/2021	Claims	1	0	MOUNTAIN VIEW AUTO SUPPLY	49.50	INV# 435920
280	03/17/2021	Claims	1	0	PRAXAIR DISTRIBUTION	188.04	INV# 62165371
281	03/17/2021	Claims	1	0	PUGET SOUND ENERGY	815.12	ACT# 220000260285; ACT# 200004901209; ACT# 200006861179
282	03/17/2021	Claims	1	0	REBOUND	1,543.75	INV# 1735
283	03/17/2021	Claims	1	0	SEAWESTERN	146.88	INV# INV9714
284	03/17/2021	Claims	1	0	STATE AUDITORS OFFICE	1,583.40	INV# L140919
285	03/17/2021	Claims	1	0	SYSTEMS DESIGN WEST	1,753.80	INV# 20210303
286	03/17/2021	Claims	1	0	THE SUPPLY SOURCE	458.67	INV# 2100620
287	03/17/2021	Claims	1	0	US BANK	3,854.02	MARCH STATEMENT
288	03/17/2021	Claims	1	0	VALLEY COMMUNICATIONS CENTER	17,421.69	INV# 0025506; INV# 0025313
212	02/26/2021	Payroll	1	9893656	DELTA DENTAL OF WASHINGTON	4,241.70	Pay Cycle(s) 02/26/2021 To 02/26/2021 - DENTAL INS

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ENUMCLAW FIRE DEPARTMENT

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
213	02/26/2021	Payroll	1	9893657	DIMARTINO ASSOCIATES	2,131.25	Pay Cycle(s) 02/26/2021 To 02/26/2021 - DISABILITY INS
214	02/26/2021	Payroll	1	9893658	WSCFF FAST PAC	207.09	Pay Cycle(s) 02/26/2021 To 02/26/2021 - WSCFF FAST
258	03/17/2021	Claims	300	0	CASCADE FIRE EQUIPMENT	2,778.75	INV# 113662
001 GENERAL OPERATING FUND 100280010						341,280.94	
300 CAPITAL OUTLAY FUND 100283010						2,778.75	
						<hr/>	Claims: 50,716.82
* Transaction Has Mixed Revenue And Expense Accounts						344,059.69	Payroll: 293,342.87

Period: FEB-2021

Fund: 100280010 ENUMCLAW FIRE EXPENSE

Day	Beginning Balance	Receipts	Disbursements	Ending Balance
01	2,250,715.45	2,180.37	1,490.30	2,251,405.52
02	2,251,405.52	661.08	0.00	2,252,066.60
03	2,252,066.60	19,216.69	0.00	2,271,283.29
04	2,271,283.29	1,083.34	0.00	2,272,366.63
05	2,272,366.63	9,273.75	0.00	2,281,640.38
06	2,281,640.38	0.00	0.00	2,281,640.38
07	2,281,640.38	0.00	0.00	2,281,640.38
08	2,281,640.38	1,797.91	381.44	2,283,056.85
09	2,283,056.85	29,863.98	0.00	2,312,920.83
10	2,312,920.83	1,169.98	483.15	2,313,607.66
11	2,313,607.66	2,306.23	0.00	2,315,913.89
12	2,315,913.89	5,181.37	22,941.56	2,298,153.70
13	2,298,153.70	0.00	0.00	2,298,153.70
14	2,298,153.70	0.00	0.00	2,298,153.70
15	2,298,153.70	0.00	0.00	2,298,153.70
16	2,298,153.70	370.51	0.00	2,298,524.21
17	2,298,524.21	904.29	62,180.71	2,237,247.79
18	2,237,247.79	5,006.05	0.00	2,242,253.84
19	2,242,253.84	8,421.35	0.00	2,250,675.19
20	2,250,675.19	0.00	0.00	2,250,675.19
21	2,250,675.19	0.00	0.00	2,250,675.19
22	2,250,675.19	6,233.95	0.00	2,256,909.14
23	2,256,909.14	16,759.46	0.00	2,273,668.60
24	2,273,668.60	18,182.34	124.05	2,291,726.89
25	2,291,726.89	9,101.94	0.00	2,300,828.83
26	2,300,828.83	30,628.34	271,456.67	2,060,000.50
27	2,060,000.50	0.00	0.00	2,060,000.50
28	2,060,000.50	9.87	460.62	2,059,549.75
Total		168,352.80	359,518.50	

Average Daily Balance: 2,255,103.32

Period: FEB-2021

Fund: 100283010 ENUMCLAW FIRE CAPITAL OUTLAY

Day	Beginning Balance	Receipts	Disbursements	Ending Balance
01	2,883,477.85	2,067.63	0.00	2,885,545.48
02	2,885,545.48	0.00	0.00	2,885,545.48
03	2,885,545.48	0.00	0.00	2,885,545.48
04	2,885,545.48	0.00	0.00	2,885,545.48
05	2,885,545.48	0.00	0.00	2,885,545.48
06	2,885,545.48	0.00	0.00	2,885,545.48
07	2,885,545.48	0.00	0.00	2,885,545.48
08	2,885,545.48	0.00	0.00	2,885,545.48
09	2,885,545.48	0.00	0.00	2,885,545.48
10	2,885,545.48	0.00	0.00	2,885,545.48
11	2,885,545.48	0.00	0.00	2,885,545.48
12	2,885,545.48	0.00	0.00	2,885,545.48
13	2,885,545.48	0.00	0.00	2,885,545.48
14	2,885,545.48	0.00	0.00	2,885,545.48
15	2,885,545.48	0.00	0.00	2,885,545.48
16	2,885,545.48	0.00	0.00	2,885,545.48
17	2,885,545.48	0.00	0.00	2,885,545.48
18	2,885,545.48	0.00	0.00	2,885,545.48
19	2,885,545.48	0.00	0.00	2,885,545.48
20	2,885,545.48	0.00	0.00	2,885,545.48
21	2,885,545.48	0.00	0.00	2,885,545.48
22	2,885,545.48	0.00	0.00	2,885,545.48
23	2,885,545.48	0.00	0.00	2,885,545.48
24	2,885,545.48	0.00	0.00	2,885,545.48
25	2,885,545.48	0.00	0.00	2,885,545.48
26	2,885,545.48	0.00	0.00	2,885,545.48
27	2,885,545.48	0.00	0.00	2,885,545.48
28	2,885,545.48	0.00	0.00	2,885,545.48
Total		2,067.63	0.00	

Average Daily Balance: 2,885,545.48

Fund	Fund Name	Ending Balance
100280010	ENUMCLAW FIRE EXPENSE	2,176,488.65
100283010	ENUMCLAW FIRE CAPITAL OUTLAY	2,897,512.56
100286030	ENUMCLAW FIRE SPECIAL RESCUE RESERV	0.00
	Total	5,074,001.21

<-----End of Report----->



Administration Department

March 9, 2021

Randy Fehr, Fire Chief
Enumclaw Fire Department
1330 Wells Street
Enumclaw, WA 98022

Dear Mr. Fehr:

Please find two sets of interlocal agreements between the City of Enumclaw and Enumclaw Fire Department.

Please sign both sets and return to me at the address below as soon as possible.

Attn: Jessica Rose
City of Enumclaw Administration
1339 Griffin Avenue
Enumclaw, WA 98022

If there are any questions, please do not hesitate to contact me at 360-615-5627, jrose@ci.enumclaw.wa.us.

Sincerely,

Jessica Rose
Deputy City Clerk

Enc.

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

THIS AGREEMENT is entered into by the City of Enumclaw "City" and King County Fire Protection District No. 28 "District", under the authority of the Interlocal Cooperation Act, RCW Chapter 39.34.

RECITALS

1. The City was annexed to the District in 2011 and the District provides fire protection, fire suppression and emergency medical services within the City.
2. The City has adopted land use regulations, a series of safety codes for building construction, maintenance, and the use of structures and their occupancies, including the International Building Code (IBC) and the International Fire Code (IFC) and is responsible for fire code enforcement pursuant to RCW 19.27.050.
3. The District has statutory authority to provide limited code enforcement services pursuant to RCW 52.12.031(7).

AGREEMENT

IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. **Fire Prevention Services.** Commencing April 1, 2021, the District agrees to provide the fire prevention services identified in **Exhibit A**, within the boundaries of the City.
2. **Compensation.** As consideration for the provision of fire prevention services as described in paragraph 1, the City agrees to pay the District the sum of \$150,000.00 per year to fund a fire marshal position. Payment of the annual sum shall be made no later than March 1 of each year. The annual sum shall be adjusted each January 1 by the rate of increase negotiated by the District with its labor group for the position of a captain. The annual payment shall also constitute adequate consideration under RCW 52.30.020 for the District's provision of fire and emergency medical services to city owned tax exempt properties. The payment for 2021 shall be \$112,500.00 and due thirty (30) days after the effective date of this agreement.
3. **Duration.** The term of this Agreement shall commence on April 1, 2021 and this Agreement shall remain in effect thereafter until terminated by either party as provided in paragraph 7 below.
4. **Liability.**
 - 4.1. The District shall indemnify and hold harmless the City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and

damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the District, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the City, the District shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or jointly against the City and the District and their respective officers, agents, and employees, the District shall satisfy the same.

- 4.2. The City shall indemnify and hold harmless the District and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the District, the City shall defend the same at its sole cost and expense; provided that the District reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the District, and its officers, agents, and employees, or jointly against the District and the City and their respective officers, agents, and employees, the City shall satisfy the same.
 - 4.3. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
 - 4.4. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
 - 4.5. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
 - 4.6. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.
5. **Property**. No real or personal property will be jointly acquired as the result of this Agreement.

6. **Administration.** No separate legal or administrative entity is created by this Agreement. The Fire Chief of the District and the City Administrator of the City shall jointly administer this Agreement.
7. **Termination.** The parties may terminate this Agreement as follows:
 - 7.1. **For Cause.** Either party may terminate this Agreement for a material breach thereof by the other party by providing thirty days written notice to the other party of the intent to terminate for cause. If, during such thirty-day period, the breaching party cures its breach, this Agreement shall not terminate. If the breach is of such a nature that the breaching party cannot cure the same within thirty days but diligently commences a cure within that period and completes the cure within 45 days, then this Agreement shall not terminate. If the breaching party does not cure the breach within the specified period (or such other period as may be mutually agreed upon), then the termination shall become final.
 - 7.2. **For Convenience.** Either party may terminate this Agreement without cause with 18 months advance written notice of such termination.
8. **Proration of Compensation Upon Termination.** In the event of termination, the City shall pay the District according to the terms of paragraph 2 above for services rendered up to the date of termination.
9. **Notices.** Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the addresses listed on the signature pages or at such other address provided:
10. **Dispute Resolution.** Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.
 - 10.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
 - 10.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be

mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

- 10.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.
- 10.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.
11. **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.
12. **No Waiver**. Any party's failure to insist upon strict performance of another party's covenants or agreements, or to exercise any rights, shall not be deemed a waiver or relinquishment by such party, and such covenants, agreements and rights shall continue in full force and effect.
13. **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.
14. **No Third Party Rights**. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. The duties of both parties under this agreement are duties owed to the public generally and by entering into this Agreement, neither the District nor the City incur a special duty to the other party, the property owners, residents or occupants of the other party.
15. **Integrated Agreement**. This Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter hereof and may be modified only by a written instrument signed by all parties hereto. There are no other verbal or other agreements that modify or affect this Agreement. No course of dealing, course of

performance or trade usage, of any nature shall be used to supplement or modify any provisions of this Agreement.

**Enumclaw Fire Department King County
Fire Protection District No. 28**

City of Enumclaw

By: _____

By: _____

Print Name: _____

Print Name: Jan Molinaro

Its _____

Its: Mayor

DATE: _____

DATE: _____

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

Fire Chief
Enumclaw Fire Department
1330 Wells Street
Enumclaw, WA 98022

City Administrator
City of Enumclaw
1339 Griffin Avenue
Enumclaw, WA 98022

Exhibit A

Scope of Services

1.1 City Appointment of Fire Chief and Fire Marshal/Fire Code Official. For the purpose of enforcement of federal, state, and City laws relating to Fire Prevention Services, including but not limited to the International Fire Code (hereinafter “codes”), the Chief Officer of the District shall be considered the City’s Fire Chief, and the Captain assigned to Fire Prevention shall be considered the City’s Fire Marshal and Fire Code Official.

1.2 Fire Prevention Administration Services Provided to City. The District shall provide the following Fire Prevention Administration Services to the City:

- a. Direct the management and supervision of Fire Prevention Services personnel;
- b. Administer Fire Prevention Services programs and activities to include inspections, plan review, code enforcement, addressing, fire investigations, public education, assessment and collection of fees, document management, and payroll.
- c. Subject to City approval, create and adopt policies, procedures, rules, and regulations to clarify the application of the codes.
- d. Subject to City approval, create and develop forms, letters, and other documents to assist in the application of codes.
- e. Provide interpretations of codes.
- f. Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is authorized by the codes.
- g. Provide for public access to the Fire Prevention Services Division.
- h. Coordinate with the City’s Finance Department to include invoicing and/or billing of assessed fees, coordinating the collection of fees.
- i. Document management, to include creating and maintaining division files, routing of development applications and plans, preparing and imaging retained documentation, and fulfilling public record requests.

- j. Permit process activities to include the logging and routing of plans, data entry of new applications, assembling and routing of completed application packages.
- k. Issue, print, and deliver permits.
- l. Process code complaints or inquiries from the public to include data entry, file creation, and routing of information.
- m. Schedule and conduct inspections for developers or contractors.
- n. Perform all duties necessary in order to enforce the codes.
- o. Evaluate the codes for local adoption and develop local codes or amendments for consideration by the City.
- p. Review and sign voluntary correction agreements.
- q. Perform all other tasks related to the provision of Fire Prevention Administration Services.

1.3 Fire Prevention Code Enforcement Services Provided to City. The District shall provide the following Fire Prevention Code Enforcement Services to the City:

- a. Initial fire and life safety inspections of new or relocated businesses.
- b. Inspections of businesses that are required to have fire code permit(s).
- c. Investigate and resolve public code violation complaints or inquiries.
- d. All code enforcement duties related to the fire codes as required by Chapter 16 EMC.
- e. Special inspections required by outside agencies such as Department of Defense, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
- f. Post-disaster building and system inspections and/or evaluations.
- g. Approval and review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- h. Attend and provide testimony and exhibits at Code Enforcement Hearings before the City's Hearings Examiner, and upon appeal, if any, to court.

- i. Perform all other tasks related to providing Fire Prevention Code Enforcement Services.

1.4 Fire Prevention Development Services Provided to City. The District shall provide the following Fire Prevention Development Services to the City:

- a. Address program activities to include the creation, assignment, verification, issuance, and change of addresses.
- b. Manage the Knox rapid entry program.
- c. Provide development review program services to include answering project inquiries, attending meetings, reviewing plans for code compliance, and approving plans.
- d. Provide development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, and coordination with the Building Official of the Community Development Department for the issuance of Certificates of Occupancy.
- e. Provide economic development activities to include research of properties, systems and code requirements for potential projects and existing buildings.
- f. Approve hydrant placement on public and private projects.
- g. Perform hydrant flows to verify available water supply.
- h. Provide false alarm reduction program activities to include next day follow-up of false alarms from Fire Operations Division, coordinate with property owner/agent on repairs or troubleshooting, quality assurance of incident reports from false alarms, feedback to Fire Operations Division on next steps for problematic systems.
- 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 and drafting of voluntary correction agreements and field inspections.
- j. Provide Permit Center activities to include customer service, answering phone calls, and meeting with customers and members of the public.

- k. Perform all other tasks related to providing Fire Prevention Development Services.

1.5 Fire Marshal Work Schedule

- a. The Fire Marshal work schedule shall be either five 8-hour workdays, Monday-Friday or four successive 10-hour workdays occurring between Monday and Friday.
- b. Flex schedules to accommodate development inspections may be implemented with mutual agreement of the parties.

1.6 Origin and Cause Investigations

- a. The Fire Marshal will undertake Origin & Cause investigations on a best efforts basis. Investigations of greater complexity or falling outside normal business hours may require support from other entities and at additional cost to the City.