

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF DUVALL  
AND KING COUNTY FIRE DISTRICT NO. 45  
FOR FIRE CODE ENFORCEMENT SERVICES  
FOR COMMERCIAL BUILDINGS AND STRUCTURES**

In consideration of the mutual covenants and promises hereafter set forth, and in the exercise of the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, the City of Duvall (hereafter the "City") and King County Fire District No. 45 (hereafter the "District") enter into this Agreement.

**RECITALS**

Whereas, the City is annexed to the District and the District provides fire protection and prevention services within the City limits; and

Whereas, in accordance with RCW 52.12, the District has the authority to perform building and property inspections to provide fire prevention services and pre-fire planning within the District; and

Whereas, the codes used by the District are the applicable codes adopted by the State and City; and

Whereas, the City has adopted, in Section 10.01.020 of the Duvall Municipal Code (DMC), the 2006 edition of the International Building Code, as adopted by the State Building Code Council in Chapter 51-50-003 WAC; and

Whereas, the City has adopted, in Section 10.01.050 DMC, the 2006 edition of the International Fire Code, as adopted by the State Building Code Council in Chapter 51-54 WAC; and

Whereas, the District staff has the personnel and expertise to identify fire code violations within the City; and

Whereas, the City desires to have the District provide code enforcement services for commercial buildings and structures within the City;

Now, therefore, in consideration of the mutual promises hereafter set forth, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to make use of the fire prevention expertise of the District, and to promote administrative efficiency, by authorizing the District to perform fire code enforcement services for commercial buildings and structures on behalf of the City.

2. Responsibilities.

- A. The City, in consultation with the District, agrees to amend Chapter 2.24 DMC (attached hereto as Exhibit "A") in order to add provisions: authorizing the District to perform enforcement of the fire code for commercial buildings and structures; establishing appropriate fees and/or penalties; and including such other provisions as may be necessary to carry out the intent of this Agreement. The fee schedule will be reviewed annually and amended as needed to reflect actual costs incurred by the District in providing the defined services.
- B. The District shall perform inspections of all commercial buildings and structures within the City, and issue permits where required by code, pursuant to a schedule agreed upon by the parties. In performing such inspections, the District may issue a notice of civil infraction on behalf of the City to any property owner found to have violated the City Code insofar as the violation relates to fire protection or fire prevention. The District shall also notify the City [insert the City position, e.g. "building official"] of any such violations of City Code.
- C. In situations where code issues are complex and/or subject to interpretation, the District inspector may consult with the City Building Official to develop a mutually acceptable solution. If a mutually acceptable solution cannot be agreed upon within a reasonable period of time, and after a good faith effort to do so, then the City's interpretation of the code shall apply.
- D. The City will provide the process for appeal of any code interpretations made by the District inspectors and the process for any civil infractions issued.

3. Consideration. As consideration for the services provided by the District, the City shall compensate the District as follows: All fees for permits/inspections shall be collected by the District and used to offset the District's cost for the provision of the defined services.

4. Duration and Termination. This Agreement shall remain in effect from date of execution until three years past the signing date. This Agreement may be terminated by either party upon written notice by the terminating party to the other party at least 90 days in advance of the termination date, unless a shorter termination date is mutually agreed upon by both parties.

5. Indemnification. Each party to this Agreement agrees to defend, indemnify and hold harmless the other party and its officers, employees, agents and elected officials from and against any claim, damage, liability, judgment, cost, penalty, and attorney's fees arising from the performance of this Agreement to the extent of each party's own negligence.

In executing this Agreement, the City does not assume liability or responsibility for, or in any way release, the District from any liability or responsibility which arises in whole or in part from the existence or effect of the Districts policies, rules or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such policy, rule or regulation is at issue, the District

shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the District, the District shall fully satisfy the same including all chargeable costs and reasonable attorney's fees.

In executing this Agreement, the District does not assume liability or responsibility for, or in any way release, the City from any liability or responsibility which arises in whole or in part from the existence or effect of the City's policies, rules, regulations, ordinances, or fire or building code amendments. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such policy, rule, regulation, ordinance, or amendment is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the City shall fully satisfy the same including all chargeable costs and reasonable attorney's fees.

6. General Provisions.

- a. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements oral or otherwise that have not been fully set forth in the text of this Agreement.
- b. The parties agree that this Agreement cannot be amended or modified without the written concurrence of both parties.
- c. If any provision or a portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the City shall have the right, at its option, to declare the Agreement void and enter into negotiations with the District for execution of a new Agreement.

7. Notice. Any notices required to be given by one party to the other shall be delivered to the following parties at the following addresses:

City Clerk  
City of Duvall  
15535 Main Street NE  
P.O. Box 1300  
Duvall, WA 98019

[Fill in District info]

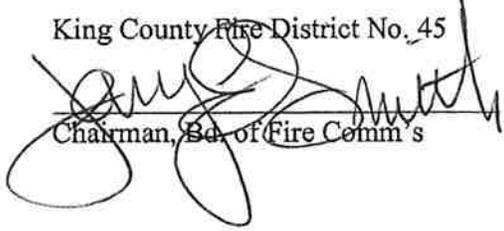
Any notices may either be delivered personally to the address above or may be deposited in the United States mail, postage prepaid, to the address above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Dated this 25<sup>th</sup> day of NOVEMBER, 2008.

City of Duvall

  
\_\_\_\_\_  
Mayor, Will Ibershof

King County Fire District No. 45

  
\_\_\_\_\_  
Chairman, Bd. of Fire Comm's

Attest/Authenticated:

  
\_\_\_\_\_  
Jodee Schwinn, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Bruce Disend, City Attorney

Approved as to Form:

\_\_\_\_\_  
Attorney for District