

INTERLOCAL AGREEMENT BETWEEN THE CITY OF DUVALL AND KING COUNTY FIRE DISTRICT 45 RELATING TO THE DEVELOPMENT REVIEW PROCESS AND APPLICATION OF THE LOCALLY ADOPTED FIRE CODE.

THIS AGREEMENT is made and entered this date by and between King County Fire District 45, a political subdivision of the State of Washington (hereinafter referred to as the "District") and the City of Duvall, a non-chartered optional municipal code city, incorporated under the laws of the State of Washington (hereinafter referred to as the "City"),

WHEREAS, the City has adopted land use regulations, a series of safety codes having to do with building, maintenance, and use of structures and their occupancies, including the International Building Code (IBC), and the International Fire Code (IFC), and other City adopted codes and ordinances; and

WHEREAS, the City is mandated to enforce the State adopted building codes (inclusive of the IFC) under RCW 19.27.050 Enforcement; and

The state building code required by this chapter shall be enforced by the counties and cities. Any county or city not having a building department shall contract with another county, city, or inspection agency approved by the county or city for enforcement of the state building code within its jurisdictional boundaries; and

WHEREAS, the District has personnel with the knowledge, skills and abilities to apply the IFC and the knowledge, skills and abilities to perform annual inspections of existing occupancies not associated with an Annual Operational Permit; and

WHEREAS, the City hereby desires to partner with the District for code interpretation and application while the City maintains the title and authority of Fire Code Official; and

WHEREAS, the intent of this ILA is to provide a long-term relationship between the District and City for the delivery of the services to the City as outlined in this agreement, with this partnership being in the best interest of the public at large, the City of Duvall and King County Fire District 45;

NOW, THEREFORE, in consideration of terms and provisions contained herein, it is agreed by and between the City and the District as follows:

The District will administer the International Fire Code for the City by conducting annual inspections and maintaining staff and training sufficient to fulfill the District's obligations. Inspections of existing occupancies will be conducted as follows:

1. Annual inspections to be performed per Section 104 in the IFC, General Authority and Responsibilities, with the exception to any reference of enforcement. It will be the City's responsibility to enforce any and all violations cited through the process of annual inspections or inspections performed outside of annual inspections so long as the noted violations are not inconsistent with the adopted codes in the City's Municipal Code. In addition, each known business will be inspected on an annual basis in a regularly scheduled manner. The City building department will provide a list of businesses and contact information annually by the 31st of January.
 - 1.1. Annual Operational Permit inspections for activities, operations, practices, or functions as described in IFC Section 105.6 shall be completed by a City-designated third-party

consultant with District support and attendance as possible. District shall complete all inspections not associated with an Operational Permit.

- 1.2. In the event no violations are found during an initial District inspection, the District will provide the owner/occupant a written notice of such. In addition, the District will provide an electronic/hard copy of each inspection report to the City within one week of delivering an inspection. It is the responsibility of the City to maintain complete files of each business and the respective inspection history. These records shall be accessible to District inspection personnel for review during business hours.
 - 1.3. In the event violations are observed during the initial District inspection, the District will provide a second inspection (re-inspection) to confirm disposition of violations noted on initial inspection. The District will serve written notice to the owner/occupant (whichever is appropriate) upon observing a violation to gain compliance. If no violations are found, notice of same shall be provided to the owner/occupant and a copy of the report to the City.
 - 1.4. At the conclusion of the second District inspection (re-inspection) if the violations noted from the initial inspection are not corrected, the District will issue a notice of the violations to the building owner as noted in IFC Section 104. Upon discovery, the District will discuss the violation order with the City. The City shall be responsible for enforcement and will be the primary contact point for all future correspondence with the business in question until the violations have been corrected. The District will provide technical support as needed to the City during enforcement action. While enforcement action is in process the District will cease inspections on the business in question. Once corrected, the business will again be inspected on an annual basis. The City shall be responsible for any and all costs of code enforcement actions.
 - 1.5. The City shall issue all stop work orders unless an immediate threat to life or property exists; at which time the District may issue such an order. The issuance of a stop work order based on immediate threat to life and property may be issued at any time during any inspection (or normal fire department business), provided that reasonable efforts will be made to coordinate the stop work with the City or notification given to the City immediately (or as soon as possible) after stop work notice issuance.
2. Plans submitted to the City for building construction and/or alterations shall be reviewed by a City-designated third-party consultant. The District will also be given the opportunity to review the plans as possible. Generally, the District will have the opportunity to provide comment on the following items:
 - Fire hydrant locations as identified in the City of Duvall Development Design Standards (DDS).
 - Locations of fire department connections for standpipes and sprinkler supply.
 - Key box locations and approvals.
 - Road access to property and buildings for firefighting purposes, including designated fire lanes as identified in the City of DDS.
 - Other general fire and life safety.

- 2.1. The City, and or City-designated third-party consultant, shall perform field inspections as necessary to witness compliance with reviewed plans with District support and attendance as possible.
3. A City-designated third-party consultant will review applications of special event permits and public fireworks displays to review compliance with applicable State and City laws. The third-party consultant shall perform field inspections with District support and attendance as possible. The City shall hold any contracts and required bonds for public fireworks displays.
4. The District does not assume the Fire Investigation authority as outlined in IFC Section 104, 104.10 Fire Investigation. Although not assuming the authority provided in the IFC, the District shall provide the following level of participation:
 - 4.1. Make initial assessment as to cause of fire.
 - 4.2. Request an investigator authorized by and at the expense to the City when the following determinations are suspected:
 - Fires believed to be arson
 - Fires that are believed to have an increased potential for litigation/subrogation
 - Fires with injury or death
 - Fires that exceed an estimated loss of \$10,000
 - 4.3. Determination to request an outside investigator will be deliberated with police or other authorized City staff member if available. If City staff is not available, the District will make a request based on the criteria listed in point 4.2.
 - 4.4. District personnel will assist the outside investigator with processing the scene to the extent possible. This typically includes maintaining scene lighting, removal of debris, packaging evidence, and any other task requested by the investigator that is within the scope of District duties.
5. The employees of the District performing services under this Agreement shall, under no circumstance, be construed as being employees of the City. Each party shall defend, indemnify and hold harmless the other party, their appointed or elected officials, employees, officers, agents, assigns, and volunteers from any and all claims, actions, injuries, damages, losses or suits, including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives. 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.
6. Fees established by City Council through Resolution 09-02, as it now reads and as hereafter amended or superseded, shall be the fees paid should the District complete any "third-party consultant" services as described above. Any references made within Resolution 09-02 to sections within the IFC that are not current shall not void the associated cost for the operation or construction made reference to. The District shall receive no fees for other services listed above.

7. This ILA between the District and City may be amended from time to time as mutually agreed to by both parties for the benefit of clarification or implementation. All terms and conditions of the ILA, except as amended, shall remain in full force and effect.
8. In the event either party shall desire to terminate this agreement, the terminating party shall provide a 60 day notice to the other party prior to the termination taking effect. The termination notice shall be in writing and shall be sent to either the City Mayor or Fire Chief, whichever is appropriate for the party requesting the termination.
9. This ILA will automatically renew every three years unless the termination process identified in item number eight (8) is exercised.

IN WITNESS WHEREOF, the parties have caused the Agreement (ILA) to be signed and executed this ~~18~~ day of June 2018.


Amy Oehrlander
Mayor, City of Duvall


Amy Smith
Chairman, Board of Commissioners
King County Fire District 45