

**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 to tenant improvements, new construction plan review/inspections as well as the knowledge, skills and abilities to perform annual inspections of existing structures as well as inspections for special events; 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 fire prevention services to the City, 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, performing plan reviews (either by District personnel or through an outside contract), 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. In the event no violations are found during an initial 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.
- 1.2. In the event violations are observed during the initial 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.
- 1.3. At the conclusion of the second 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. This allows for an understanding of the severity of the violation to be discussed. The City will respond expeditiously as to not slow violation issuance or inspection progress. Once both parties are prepared to move forward and issue a violation, if validated the notice will be issued, a copy of the notice will be forwarded to 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.
- 1.4. 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.
- 1.5. At the time of the initial annual inspection, the District will determine if a valid operational permit is held by the business being inspected or if one is needed for operations as listed in Section 105 of the IFC. Once an operational process has been identified the District will note the operational permit on the inspection notice and explain the associated fees to the owner occupant for their acceptance of the permit or discontinuance of the operation in question (i.e., the business owner will have the opportunity to discontinue the operation that requires permitting if desired).
- 1.6. When the District has finalized the inspection and all permit conditions have been met, the District will forward to the City which operational permits to be billed.

The City will be responsible for the collection of all fees. The City will process and send the invoice for the associated fees, receive the fees and on a quarterly basis transfer those fees to the District. The payment rate is 100% of all fees collected (based on current fee schedule adopted by City Council, Resolution 09-02) for operational permits as defined in the IFC and will be sent to the District on a quarterly basis. Nothing prohibits the City from assessing additional fees for administrative costs in addition to the established permit fees.

- 1.7. The City shall submit payment to the District for IFC operational permit fees not collected within ninety (90) days from the permit billing date. The check shall be issued within thirty (30) days of receipt of the District's billing to the City. Any IFC permit fees then collected by the City, after the District has been paid, shall be the City's at 100%.
2. A copy of plans submitted to the City for building construction and/or alterations shall be submitted to the District for review. Fees for general fire reviews will be assessed as part of the initial building permit fee by the City and then forwarded to the District. The City is responsible for receiving plans and assuring that the permit application form is filled out with all necessary data. The City will provide timely notice to the District of new permit applications and location of plans for review. Identification of required comment period for plan review if any shall be provided to the District. Generally, the District will be responsible for reviewing the following items (this list is not all inclusive):
  - 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.
  - Determination of required fire flow.
  - Road access to property and buildings for firefighting purposes, including designated fire lanes as identified in the City of DDS.
  - Fire alarm systems.
  - Fire Sprinkler systems.
  - High piled storage.
  - Hazardous materials.
  - General fire and life safety.
- 2.1. The District shall perform field inspections as necessary to witness compliance with District reviewed plans.
- 2.2. The District will be responsible for witnessing tests of automatic fire suppression systems and fire alarm and/or detection systems. Such tests are to be performed by the installer. The District shall notify the City of the scheduled inspection to allow a City staff member to be present at the time of testing to verify and monitor activities identified on a City issued building permit.
- 2.3. The City and District will conduct final inspections of new buildings other than single family dwellings or private garages.

3. The District will review applications and perform field inspections of public fireworks displays to review compliance with applicable State and City laws. The City shall hold any contracts and required bonds for public fireworks displays.
4. Special Events submitted to the District for review shall be charged in accordance with Resolution 09-02 for Special Assembly Permits. The District requires a minimum one (1) week review time prior to event. The application in whole will be forwarded to the District in a timely manner. After review of the application, the District will inform the City if a Special Outdoor Events Permit and site inspection is required for the event. If a permit is required, the City will invoice the applicant. Upon receipt of payment, the City will generate the permit and forward to the District for issuance upon final site inspection.
5. 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:
  - 5.1. Make initial assessment as to cause of fire.
  - 5.2. 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
  - 5.3. 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 5.2.
  - 5.4. 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.
6. 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.

7. Fees established by City Council through Resolution 09-02, as it now reads and as hereafter amended or superseded, shall be the fees for all services through the effective period of this ILA. 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. Permit fees may be reviewed on an annual basis in order to make changes in Resolution 09-02 to reflect actual cost of inspection services established in this ILA. Changes to the fee schedule do not require this ILA to be amended relative to fees.
8. 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.
9. 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.
10. This ILA will automatically renew every three years unless the termination process identified in item number nine (9) is exercised.

IN WITNESS WHEREOF, the parties have caused the Agreement (ILA) to be signed and executed this 2nd day of April 2013.

  
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Mayor, City of Duvall

  
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Chairman, Board of Commissioners  
King County Fire District 45