

**AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF WOODINVILLE
AND
WOODINVILLE FIRE & RESCUE
RELATING TO THE ADMINISTRATION OF
A FIRE AND LIFE SAFETY INSPECTION AND PERMITTING PROGRAM
IN THE CITY OF WOODINVILLE**

THIS AMENDMENT sets forth revisions to the AGREEMENT RELATING TO THE ADMINISTRATION OF A FIRE AND LIFE SAFETY INSPECTION AND PERMITTING PROGRAM made and entered into by and between the City of Woodinville (the "City") and Woodinville Fire & Rescue ("the District").

WHEREAS, on November 1, 2016, the City and the District entered into an Interlocal Agreement Relating to the Administration of a Fire and Life Safety Inspection and Permitting Program ("Agreement"); and

WHEREAS, the City and the District wish to revise the Agreement in order to provide for District retention and management of records relating to IFC fire inspections within the City.

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

1. **Amendment to Section 2.2 of the Agreement.** Section 2.2 of the Agreement is hereby amended to read as follows:

2.2 ~~Building File~~ IFC Inspection Records. ~~At the District's request, the City shall provide the District with a copy of the existing fire inspection file for any property identified on the master list. The City shall transfer to the District all records of IFC operational and non-operational inspections maintained by the City. Following such transfer, the District shall be responsible for retention and disposition of such records pursuant to Chapter 40.14 RCW and such regulations and records retention records as may be adopted from time to time by the Washington Secretary of State, and for compliance with the Public Records Act, Chapter 42.56 RCW, with respect to such records. The District shall bear the same responsibilities with respect to IFC inspection records created by the District pursuant to this Agreement. Within 30 days of termination of this~~

Agreement, those records created by the City but held by the District pursuant to this Agreement shall be returned to the City. In addition, all records created by the District pursuant to this Agreement will be provided to the City within 30 days of termination of this Agreement.

2. **Effective Date.** This Amendment shall be effective from the date of the last signature on the last page of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and executed this 14th day of March, 2017.

CITY OF WOODINVILLE



Brandon Buchanan, Woodinville City Manager

WOODINVILLE FIRE & RESCUE



Kevin Coughlin, Chair, Board of Fire Commissioners
Woodinville Fire & Rescue

ATTEST:



Jennifer Kuhn, Woodinville City Clerk

ATTEST:



Margene Michael, WF&R Board Secretary

Approved as to Form:



Jeffrey Ganson, Woodinville City Attorney and Counsel for Woodinville Fire & Rescue

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**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF WOODINVILLE
AND
WOODINVILLE FIRE & RESCUE
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A FIRE AND LIFE SAFETY INSPECTION AND PERMITTING PROGRAM
IN THE CITY OF WOODINVILLE**

THIS AGREEMENT, RELATING TO THE ADMINISTRATION OF A FIRE AND LIFE SAFETY INSPECTION PROGRAM, ("Agreement") is made and entered into by and between the City of Woodinville, a non-chartered optional municipal code city, incorporated under the laws of the State of Washington (the "City"), and Woodinville Fire & Rescue, a political subdivision in the State of Washington ("the District").

WHEREAS, the City maintains all local governmental authority and jurisdiction to adopt, interpret and amend the International Fire Code ("IFC"); and

WHEREAS, the City has exercised such authority by adopting the International Fire Code ("IFC") standards within its municipal boundaries; and

WHEREAS, the City may delegate the authority to conduct inspections for the fire prevention provisions adopted under the fire code to the Fire Chief of the District through interlocal agreement; and

WHEREAS, the City and District agree that the District is in the best position to administer and perform fire code inspections on behalf of the City as specifically provided in this Agreement; and

WHEREAS, the District possesses authority to provide the services identified in this Agreement pursuant to RCW 52.12.031(6); and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions on fire code matters and code enforcement shall be made by the City.

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

1. Authorization to Administer Sections of the International Fire Code.

1.1 Authorization. The City hereby authorizes and delegates administrative authority to the Fire Chief of the District to conduct City operational and non-operational fire code inspections and IFC permitting in accordance with IFC Sections 104, 105 and 106, Chapter 51-54A WAC, and Chapter 15.15 Woodinville Municipal Code, on behalf of the City as set forth in this Agreement (the "Program").

1.1.1 Inspection and Permitting Authority. The City acknowledges that the District shall have the authority to perform operational and non-operational building and property inspections that it deems necessary to provide fire prevention services and pre-incident planning for all occupancies, whether permitted or non-permitted, as authorized by the IFC and Chapter 15.15 Woodinville Municipal Code. The District shall notify the City when, during the course of an inspection, conditions exist which may require an operational permit as required by IFC 105.1.1.

1.1.2 Designation. For the purposes of this Agreement, the City designates the District's Fire Chief as the City's Fire Chief and the District's Fire Chief or designee as the fire code official within the defined Service Area, with the exception of code enforcement, which remains under the authority of the City.

1.1.3 Service Area. The District shall be responsible for administering the Program within the city limits of Woodinville (Service Area).

1.2 Fees.

1.2.1 IFC Inspections. Fees for IFC operational and non-operational inspections and IFC permitting are set forth in a resolution adopted and revised from time to time by the Woodinville City Council. The City shall promptly provide the District with a copy of the current fee schedule, and with copies of any revisions to the schedule as may be approved by the City Council. The District shall collect and retain such fees as are applicable to its IFC inspection and permitting responsibilities pursuant to this Agreement, 95% of which shall be retained by the District and 5% of which shall be remitted to the City pursuant to Section 1.2.3.

1.2.2 Fire alarm and sprinkler inspections. The City administers and collects fees relating to fire alarm and sprinkler system permitting and inspections pursuant to a resolution adopted and revised from time to time by the Woodinville City Council. The City shall collect fees relating to the District's performance of fire alarm and sprinkler inspections pursuant to this Agreement and shall remit half of such fees to the District pursuant to Section 1.2.3.

1.2.3 Accounting. Using such procedures as the District and the City may develop and agree upon, the remittances provided for in Sections 1.2.1 and 1.2.2

shall be reconciled and made on a quarterly basis, no later than January 31, April 30, July 31 and October 31 each year.

2. Administration and Implementation of the Inspection Program.

2.1 Scope. A master list of occupancies identified as part of the Program shall be created by the District as inspections are being conducted. The District shall maintain a list of all inspection records and provide such inspection records to the City by January 31st of the following year, within 30 days of termination of this Agreement, and within 30 days of any request for specific inspection records.

2.2 Building File. At the District's request, the City shall provide the District with a copy of the existing fire inspection file for any property identified on the master list.

2.3 Inspections. The District shall conduct inspections within the scope of this Agreement when and as it deems appropriate in its discretion, at least once annually. The District shall develop an Inspection Form, obtain the City's approval of that form, and use said Form for all inspections.

2.3.1 Inspection Procedures. The City and the District shall follow the procedures set forth below to ensure coordination of the District's inspections identified as part of the Program.

- a) If the owner of the occupancy denies the District right of entry, the occupancy name, address, date of the denied entry, and a brief written narrative of the circumstances are to be forwarded to the City for code enforcement.

b) If, after three attempts within ninety (90) days, the District is unable to make contact with the owner of the occupancy, the occupancy name, address and a brief written narrative of the circumstances including dates of attempts made are to be forwarded to the City for code enforcement.

c) If the District does not identify a code violation during the permit inspection, the District shall document the same on the Inspection Form.

2.3.2 Violations of the Fire Code. The City and the District shall follow the below-enumerated procedures to ensure coordination of the City's enforcement of the fire code.

a) If the District identifies a code violation(s) during the inspection, the District shall document the same with specific code citations for each violation found on the Inspection Form and will issue a written inspection notice and schedule a re-inspection of the occupancy with the responsible party.

b) If the District determines that a violation constitutes an immediate danger to life or property, the District shall immediately contact the City and may post a stop work order or other emergency order at the District's discretion.

c) The District shall work with the responsible party until the corrections are made, until no further progress is made in correcting the violations following at least two re-inspections, or until ninety (90) days

has elapsed from the initial inspection. If the responsible party is unable to achieve required corrections as described above, the District shall forward the responsible party's name, address, list of violations, and a brief written narrative of the circumstances to the City for code enforcement. The District shall not have independent authority to issue fines for code violations or initiate enforcement actions.

d) Notwithstanding the foregoing, the District will immediately report an applicant's or owner's failure to pay City-adopted fees for IFC permitting or inspection services to the City for initiation of code enforcement at the City's discretion. The District may also pursue collection of unpaid fees through any lawful means, and shall notify the City if it successfully collects fees previously reported to the City as unpaid.

e) The City shall provide a written status report on all code enforcement matters within the District's Service Area within fourteen (14) after requested by the District.

2.4 City Assistance.

2.4.1 Consistency in Code Application. During the inspection process, the District may confer with the City to ensure consistency in code application.

2.4.2 Code Appeals. In the event the responsible party seeks to appeal the District's application of the IFC, the District shall direct the owner to appeal

through the City's process. The District inspection staff shall assist in the code enforcement appeal process as requested by the City.

2.4.3 Access to Historical Information. The City shall allow the District access to the City's information required to carry out any provision of this Agreement.

3. Plan Review. The City and the District shall develop a process by which the City will notify the District of applications or proposals for significant development or redevelopment projects (including without limitation multifamily residential buildings; commercial and industrial facilities; subdivisions and binding site plans), and by which the District shall have the opportunity to conduct a plan review specific to IFC, fire prevention and life safety considerations as to each such application or proposal. The District shall also, upon City request, assist with specific plan review or IFC interpretation, fire prevention and life safety issues as may be identified by the City, including attending meetings to consult with City staff upon request. The District shall complete plan review pursuant to this section within fourteen (14) days of receipt of plans.

4. Agreement Administration. The City Manager, or his/her designee, in conjunction with the Fire Chief, or his/her designee, shall jointly and cooperatively administer this Agreement.

5. Modifications to Agreement. This Agreement may be amended in writing from time to time, as mutually agreed to by the parties, and all terms and conditions of the interlocal agreement, except as amended, shall remain in full force and effect.

6. Duration and Termination. This Agreement shall be effective from the date of the last signature on the last page of this Agreement until terminated by either party. Either party may

terminate this Agreement upon sixty (60) days' advance written notice to the other party of the intent to terminate.

7. Indemnification. The City is transferring certain fire prevention administrative duties as stated in this Agreement to the District to obtain the localized expertise that the District acknowledges and warrants its personnel possess. The District acknowledges and warrants that it and its personnel can perform the fire prevention, inspection and related administrative duties transferred in this Agreement in an efficient manner. The employees of the District performing services under this Agreement shall under no circumstances be construed as being employees of the City. Each party, with respect to the services provided under this Agreement, agrees to indemnify, defend, and hold the other party harmless from any and all claims for personal injury, property damage, costs and reasonable attorney's fees, or other claims of any nature whatsoever arising out of the negligent acts, omissions, or performance of its personnel in carrying out services contracted to be provided under this Agreement. Said agreement of indemnification shall include the District's commitment to indemnify the City for any claims for injuries made by the District's agents or employees against the City, notwithstanding any immunity that might otherwise have been available to the District by virtue of the Worker's Compensations Act, Title 51 RCW. The parties have specifically negotiated this waiver of Title 51 protection.

8. Miscellaneous

8.1 No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, joint venture, or administrative section for the purpose of acquiring, managing, or disposing of property, or incurring any other financial obligation.

8.2 Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by either party to enable it to perform the services required under this Agreement shall remain the property of the acquiring party in the event of the termination of this Agreement.

8.3 Benefits. 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.

8.4 Filing/Web Site. Prior to taking effect, this Agreement shall either be filed with the County Auditor or listed by subject on either party's website in accordance with RCW 39.34.040.

8.5 Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

8.6 Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the parties' performance of this Agreement, the prevailing party

shall be entitled to an award of reasonable attorney's fees and costs, in addition to any other recovery or award provided by law.

8.7 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to approval or ratification by the legislative body of each party.

8.8 Entire Agreement. The written terms and provisions of this Agreement shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

8.9 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

8.10 Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.11 Notice. All communications regarding this Agreement shall be sent to the parties at the following addresses, unless notified in writing to the contrary:

To City of Woodinville:

City Manager
17301 - 133rd Ave NE
Woodinville, WA 98072

To Woodinville Fire & Rescue:

Fire Chief

17718 Woodinville-Snohomish Rd. NE
Woodinville, WA 98072

Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed this

1 day of November, 2016.

CITY OF WOODINVILLE



Brandon Buchanan, Woodinville City Manager

WOODINVILLE FIRE & RESCUE



Kevin Coughlin, Chair, Board of Fire
Commissioners
Woodinville Fire & Rescue

ATTEST:



Jennifer Kuhn, Woodinville City Clerk

ATTEST:



Margene Michael, WF&R Board Secretary

Approved as to Form:



Jeffrey Ganson, Woodinville City Attorney and
Counsel for Woodinville Fire & Rescue