

**City of Chehalis  
350 N. Market  
Chehalis, WA 98532**

**AN INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF CHEHALIS AND  
RIVERSIDE FIRE AUTHORITY  
FOR FIRE CODE INSPECTIONS AND ENFORCEMENT SERVICES**

THIS AGREEMENT is made and entered into this 3rd day of January, 2017, by and between the City of CHEHALIS, WASHINGTON, a municipal corporation, hereinafter referred to as "City", and Riverside Fire Authority, a fire authority, hereinafter referred to as "RFA", under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW,

WITNESSETH:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, the City is required by Ch. 48.48 RCW to provide the services of a fire marshal or other such fire authority designated by the Fire Chief to conduct fire code inspections and enforcement; and

WHEREAS, the City is required by City Municipal Code 2.30.050 to provide the functions and duties of the department shall include fire prevention, fire suppression, fire investigations, fire code plans review and enforcement, emergency medical services, and such other related functions and duties as may be assigned from time to time by the city manager. [Ord. 767B, 2004.]

WHEREAS, pursuant to RCW 48.48.060(3), the City is expressly entitled to enter into interlocal agreements to carry out such duties in the incorporated areas of Chehalis and its UGA, and RFA has the staff and resources available to provide certain other services in the City and the UGA in an effective and cost-efficient manner; and

WHEREAS, the City and RFA find it mutually beneficial and in the public interest to enter into an interlocal services agreement for RFA to provide fire code inspection, plans review and enforcement services to the Chehalis and UGA residents;

NOW, THEREFORE, THE CITY AND RFA agrees as follows:

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**SECTION 1. PURPOSE, TERM AND EXTENSION OF AGREEMENT.** The purpose of this Agreement is to ensure high quality and uninterrupted fire code inspection, plans review and enforcement services to the Chehalis residents and UGA of the city during the period between January 1, 2017, and June 30, 2017. This agreement may be thrice extended for additional, one-year terms upon written notification by the City to the RFA of not less than thirty (30) days prior to the expiration of the current-year term, and upon the agreement of the parties to the hourly fee, and other terms or amendments for the following year.

**SECTION 2. SCOPE OF FIRE CODE INSPECTION AND ENFORCEMENT SERVICES.** The scope of services provided by the RFA within the City and UGA addressed by this Agreement shall be as specified in Sections 4 and 5 of this Agreement, and any attached Appendix or Amendment incorporated herein by reference as if fully set forth.

**SECTION 3. FINANCIAL ADMINISTRATION.** The fair cost for provision of fire code inspections, plans review and enforcement services shall be provided at the flat rate of \$10,000 during the period said services are being performed by RFA on behalf of the City.

**SECTION 4. RESPONSIBILITIES OF RFA.** The RFA agrees to provide the following fire code inspection, plans review and enforcement services to the City and UGA as outlined below.

**1.0 INTRODUCTION**

**1.1** The City of Chehalis is soliciting requests for proposal to provide Fire Code Inspections and Enforcement services. The City of Chehalis provides plan reviews, fire code and life safety inspection, and enforcement of the International Fire Code and Municipal Code as related to said reviews and inspections. This position provides direction/supervision of the employees of the fire department through the Fire Chief. Permit requirements are included in these functions. The city wishes to continue this service by contracting these duties.

**2.0 STATEMENT OF QUALIFICATION REQUIREMENTS**

- 2.1** ICC Fire Plans Examiner, Fire Inspector II Certified.
- 2.2** Five (5) years minimum cumulative firefighting and fire code enforcement experience.
- 2.3** Knowledge of fire prevention principles and practices.
- 2.4** Must have valid liability and errors and/or omissions insurance.

- 2.5 Must provide and maintain their own equipment, and cover all costs associated with providing services.

3.0 **SCOPE OF WORK**

- 3.1 Must be able to perform the following services in a timely and reasonable manner:

- a. The RFA shall provide to the City consultation services regarding fire code inspection and enforcement services to include assisting City personnel as necessary in the provision of said services.
- b. Provide timely replies to inquiries regarding application of the IFC, to include reasonable availability on a consistent basis. Inquiries include meetings, e-mails, and telephone calls.
- c. Provide assistance to the City Fire Chief regarding fire and life safety inspections that exceed his/her scope of practice, expertise, or certification level to include; corrective actions required, interaction with business owners/occupants regarding corrective actions required to meet compliance, and inspection follow-up to confirm code compliance.
- d. Provide all completed Fire Code Related documents to City of Chehalis Department of Community Development for filing.
- e. Conduct specialty inspections to include permitting as required. Examples include fireworks stands, temporary displays or businesses activities such as garden, craft, vendor, fairs in malls or other open areas.
- f. May be requested to conduct inspections outside of the city limits as required per contract with the Lewis County Fire Marshal. (Determination of subcontractor clause. See Section 12 below).
- g. Review trends and developments in the area of fire and life safety inspections and make recommendations to the Fire Chief.

- 4.1 RFA will perform any plan reviews and associated follow-ups as reasonably requested by the City Fire Chief.
- 4.2 Other associated Fire Code Inspection and Enforcement work may be performed when mutually agreed upon by the representatives of the City and the RFA.
- 4.3 The City welcomes input from the RFA on the operation of its fire marshal service. Any operational concerns should initially be raised with the City Fire Chief. In addition, if regular meetings are deemed necessary by the RFA to discuss issues regarding fire marshal services, they will be arranged by representatives of the RFA and with said City representative.

**SECTION 5. RESPONSIBILITIES OF THE CITY.** The City agrees to meet the following responsibilities under this Agreement:

- 5.1 The City shall grant to the RFA personnel assigned to provide fire code inspection, plans review and enforcement services the authority to enforce the provisions of Ch. 48.48 RCW, and associated City fire marshal duties pertaining to civil and criminal fire code infractions.
- 5.2 The City shall provide to the RFA personnel assigned to fire code inspection, plans review and enforcement services the assistance of City personnel necessary to assist the RFA in providing fire code inspection and enforcement services, as approved by the City Fire Chief.

5.3 Provide for timely payment of the services provided for in this Agreement upon receipt of a properly constituted and prepared billing by RFA.

**SECTION 6. ADMINISTRATION.** This Agreement shall be administered by the City Manager and by the Fire Chief of the RFA.

**SECTION 7. DISPUTE RESOLUTION.** In the event of a dispute between the City and the RFA regarding the delivery of services under this Agreement, the Fire Chiefs of the City Fire Department and the RFA, shall review such dispute and options for resolution. Any dispute not resolved by these representatives shall be referred to the City Manager and the RFA Governing Board. The decision of the City Manager and the RFA Governing Board regarding the dispute shall be final as between the parties.

If any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the City Manager and RFA Governing Board may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**SECTION 8. INDEPENDENT CONTRACTOR.** As used in this Agreement, "City" means the party that solicits and pays for services and "RFA" means the party that contracts to provide those services. The RFA is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in the Agreement. Nothing herein nor in any of the Agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and the RFA or between any of the RFA's employees or agents. The RFA shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the RFA pursuant to this Agreement. Nothing in this Agreement shall make any employee of the RFA an employee of the City or any employee of the City an employee of the RFA for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

**SECTION 9. HOLD HARMLESS/INDEMNIFICATION.** The RFA in this Agreement agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the RFA of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the City by an employee of the RFA or subcontractor or agent of the RFA, even if the RFA is thus otherwise immune from liability pursuant to the workers, compensation statute, Title 51 RCW.

The City in this Agreement agrees to indemnify, defend, save and hold harmless the RFA, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the City of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the RFA, the City retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the RFA by an employee of the City or subcontractor or agent of the City, even if the RFA is thus otherwise immune from liability pursuant to the workers, compensation statute. Title 51 RCW.

**SECTION 10. ASSIGNMENT/SUBCONTRACTING.** Neither the City nor the RFA shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other. The RFA shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

**SECTION 11. NON-DISCRIMINATION.** In connection with the provision of services pursuant to this Agreement, the RFA shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation. The RFA and City each certify that it is an Equal Employment Opportunity Employer.

**SECTION 12. NO THIRD PARTY BENEFICIARY.** The RFA does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the RFA. The City and the RFA do not intend there be any third-party beneficiary to this Agreement.

**SECTION 13. NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the RFA:  
Riverside Fire Authority  
1818 Harrison Ave.  
Centralia, WA 98531-1905  
Attention: Fire Chief

To the City:  
Chehalis Fire Department City of Chehalis  
455 NW Park St.  
Chehalis, WA 98532  
Attention: Fire Chief

Either the City or the RFA giving the other notice of such change as provided in this section may change the name and address to which notices shall be directed.

**SECTION 14. WAIVER.** No waiver by either party of any term or condition of this Agreement or Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

**SECTION 15. ENTIRE AGREEMENT.** This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

**SECTION 16. AMENDMENT AND TERMINATION.** The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties. Either party may terminate this agreement for public convenience upon not less than sixty (60) days prior written notice to the other party.

**SECTION 17. DOCUMENT EXECUTION AND FILING.** The City and the RFA agree that there shall be duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and the RFA. Upon execution, the executed duplicate of this Agreement shall be returned to the City Clerk which shall file a copy of this Agreement with the County Auditor. Upon receipt by the City Clerk of the duplicate originals, each such duplicate original shall constitute an agreement binding upon both City and the RFA.

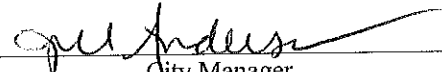
**SECTION 18. SEVERABILITY.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

**IN WITNESS WHEREOF**, the City and the RFA have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement

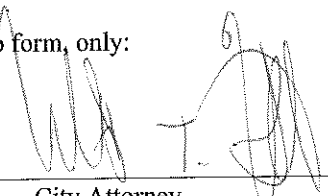
Agreements to be dated as of the 3<sup>rd</sup> day of January, 2017, the same being subject to ratifying legislative actions of the respective parties, hereto.

CITY OF CHEHALIS, a municipal corporation  
CHEHALIS, WASHINGTON

RIVERSIDE FIRE AUTHORITY  
CENTRALIA, WASHINGTON

By:   
City Manager

By:   
Fire Chief

Approved as to form, only:  
  
City Attorney