

## **INTERLOCAL AGREEMENT FOR FIRE SERVICES IN THE CITY OF LIBERTY LAKE**

**THIS AGREEMENT**, made and entered into by and between **Spokane Valley Fire Department**, a special purpose district organized and operating under the laws of the State of Washington, having offices for the transaction of business at 2120 North Wilbur, Spokane Valley, Washington 99206, hereinafter referred to as the "Department" and the **City of Liberty Lake**, a municipal corporation of the State of Washington, having offices for the transaction of business at 22710 East Country Vista Drive, Liberty Lake, Washington 99019, hereinafter referred to as "City," jointly hereinafter referred to as the "Parties." The Department and the City agree as follows.

### **SECTION NO. 1: RECITALS AND FINDINGS**

A. Cities and special purpose districts may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW (Interlocal Cooperation Act).

B. The City has been annexed into the special purpose district served by the Department and the Department provides most emergency fire protection services in the City.

C. The City has adopted land use regulations, a series of safety codes for building construction, maintenance, and the use of structures and their occupancies, including the International Building Code (IBC) and the International Fire Code (IFC).

D. The City has code enforcement authority pursuant to RCW 19.27.050 and fire investigation authority under RCW 43.44.050.

E. The Department has a Fire Prevention Division, staffed by trained personnel that regularly conduct fire code safety inspections and conduct fire investigations to determine the origin and cause of fires within the City pursuant to RCW 52.12.031 (7) and RCW 43.44.050.

F. Both the City and the Department have a need for the services of the other and the City and the Department have the ability to provide these services.

G. The duty of the Department to provide emergency services within the special purpose district or under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the Department does not incur a special duty to the City, the property owners, residents or occupants of the City.

H. 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.

I. This Agreement is intended to modify and replace the prior Interlocal Agreement for Fire Services in the City of Liberty Lake entered into by the parties on December 10, 2012.

## **SECTION NO. 2: DEFINITIONS**

A. Agreement: "Agreement" means this Interlocal Agreement between the City and the Department regarding fire code compliance-related services.

B. City: "City" means the City of Liberty Lake.

C. Compensation: "Compensation" means the amount of money which the City will collect and pay the Department for providing Services as identified in Department's currently adopted fee schedule, which may be updated from time to time by the Department and provided to the City.

D. Department: "Department" means Spokane Valley Fire Department.

E. Services: "Services" means all those responsibilities set forth in Section 5, Parties Responsibility.

F. Uncontrollable Circumstances: "Uncontrollable Circumstances" means the following events: riots, wars, civil disturbances, insurrections, acts of terrorism, external fires and floods, volcanic eruptions, lightning or earthquakes at or near where the Services are performed and/or that directly affect providing of such Services.

## **SECTION NO. 3: PURPOSE**

The purpose of this Agreement is to reduce to writing the Parties' understanding as to the terms and conditions under which the City and the Department will provide Services to each other. It is the intent of the Parties that Services to be provided will be consistent with the City's Mayor/Council form of government provided for in chapter 35A.12 RCW.

## **SECTION NO. 4: DURATION/WITHDRAWAL**

This Agreement shall commence on the date the last signature is affixed hereto, and run through December 31, 2019.

At the conclusion of the initial term (December 31, 2019), this Agreement shall automatically be renewed from year to year thereafter effective January 1<sup>st</sup> to December 31<sup>st</sup>. All renewals

shall be subject to all terms and conditions set forth herein or as amended pursuant to Section 13 below.

Any Party may withdraw at any time from this Agreement for any reason whatsoever upon a minimum of 180 days written notice as provided for in Section 8 to the other Party.

**SECTION NO. 5: PARTIES RESPONSIBILITIES:**

The Department will administer the International Fire Code, as currently adopted or subsequently amended, for the City by maintaining a Fire Prevention Division, performing plan reviews, and by conducting inspections and investigations, as requested by the City.

A. The Department agrees to designate a fire code official to implement, administer, and to work with the City to enforce the provisions of this code as provided for in the International Fire Code section 103.

B. Inspections of existing occupancies shall be conducted as follows:

1. Inspections shall be performed under Section 104 and Section 105 of the IFC.

2. Inspections in accordance with Section 104 and 105 shall be conducted on an annual basis except Group H occupancies, which may be inspected semi-annually. In all cases the inspections are to be conducted in a regularly scheduled manner.

3. The Department shall serve written notice of a violation of the IFC to the property and/or business as is appropriate. Re-inspection of failed inspections will be conducted not more than 30 calendar days after the initial inspection. The 30 calendar day limit may be exceeded if so doing does not endanger persons occupying or accessing the occupancy and the fire inspector sets and comments in writing a date certain for re-inspection.

4. If compliance is not achieved after the first re-inspection, a second written notice shall be served unless there is an immediate hazard to public safety.

5. If after the second re-inspection non-compliance still exists, the Department shall confer with the Building Official and jointly prepare the enforcement action. The City shall be responsible for code enforcement. The Building Official shall issue stop work orders as deemed appropriate.

6. At the time of the first inspection, Fire Prevention Division Inspectors shall determine if a valid permit has been issued to occupancies requiring a permit, pursuant to IFC Section 105. If a valid permit has not been issued, the Department inspector will take appropriate action to inform the occupant of the local requirements.

7. Notwithstanding the foregoing, immediate enforcement and or other actions may be undertaken by the City in lieu of warnings or re-inspections if to do so is necessary to comply with applicable law or for other circumstances determined by the City.

C. The Department shall conduct Fire Investigations in conformance with the IFC and other City, state and federal requirements. All investigations involving arson or mischievous burning shall be reported to the appropriate enforcement agency.

D. A copy of plans submitted to the City for a building permit shall be submitted to the Department for review. Upon submission from the City to the Department it would be responsible for reviewing:

1. Fire hydrant locations.
2. Connections for locations of standpipes and sprinkler systems.
3. Key box locations and approvals.
4. Fire flow availability in all areas where the water provider does not have sufficient information.
5. Road access requirements to property and buildings for firefighting purposes, including designated fire lanes.

The City will be responsible for issuing the building permit through the City's permitting process.

E. The Department shall further assist the City in the review of plans for Automatic Fire Suppression Systems and Fire Alarm and Detection Systems upon City request.

F. The City and the Department shall both conduct final inspections of new buildings other than single family dwellings or private garages.

G. The Department shall review applications and perform field inspections of public fireworks displays to insure compliance with applicable State and City requirements.

H. The City shall assist the Department as necessary in implementing and enforcing the Department's determinations under Section No. 5, as the City deems appropriate.

I. The Department shall refrain from performing any of the services specified in this Section No. 5 upon written request by the City.

## **SECTION NO 6: COST OF SERVICES AND PAYMENTS**

The City shall pay the Department the costs for Services provided by the Department under this Agreement as set forth in the Department's currently adopted fee schedule.

The City shall collect and retain a \$35 processing fee in addition to the fees listed in the currently adopted fee schedule. Fees collected on behalf of the Department shall be forwarded by the City on a quarterly basis to the Department. Either Party may dispute any claimed moneys owed. In the event the Parties cannot mutually resolve any dispute over moneys owed within 30 calendar days from the time a written claim is made, unless otherwise agreed by the Parties, the matter shall be resolved pursuant to the Dispute Resolution provisions set forth in Section No. 16. The selection of arbitrators as provided for in Section No. 16 shall commence within 30 calendar days of the running of the 30 calendar day time frame.

The Parties recognize that it is not always possible for either Party to discover errors in payment. The Parties further recognize that there must be some finality to addressing such errors. Accordingly, the Parties agree that both Parties are foreclosed from challenging any errors in payment unless the challenge is made in writing to the other Party within 30 calendar days of the last invoice of the calendar year. Errors raised within this time frame that are not mutually resolved shall be subject to the Dispute Resolution provisions set forth in Section No. 16.

## **SECTION NO. 7: RELATED RESPONSIBILITIES IN CONJUNCTION WITH PROVIDING SERVICES**

A Department representative shall make reasonable efforts to attend staff or Council meetings as requested by the City Administrator or his/her designee.

A Department representative shall make reasonable efforts to meet upon request by the City Administrator or his/her designee to discuss any Service provided under the terms of this Agreement.

## **SECTION NO. 8: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (1) the day such notices or other communications are received when sent by personal delivery or by email; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the Department or the City at the address set forth below for such Party, or at such other address as either Party shall from time to time designate by notice in writing to the other Party:

**DEPARTMENT:** Spokane Valley Fire Department  
2120 N. Wilbur  
Spokane Valley, WA 99206

Greg Rogers, Fire Marshal -  
[rogersg@SpokaneValleyFire.com](mailto:rogersg@SpokaneValleyFire.com)

**CITY:**

**City of Liberty Lake City Administrator or his/her  
authorized representative 22710 East Country Vista Drive  
Liberty Lake, WA 99019**

Katy Allen, City Administrator -  
[kallen@libertylakewa.gov](mailto:kallen@libertylakewa.gov)

Lisa Key, Director of Planning & Engineering  
[lkey@libertylakewa.gov](mailto:lkey@libertylakewa.gov)

**SECTION NO. 9: ASSIGNMENT**

No Party may assign in whole or part its interest in this Agreement without the written approval of the other Party.

**SECTION NO.10: DEPARTMENT/CITY EMPLOYEES**

The Department shall appoint, hire, assign, retain and discipline all employees performing Department Services under this Agreement according to applicable collective bargaining agreements and applicable state and federal laws. The City shall appoint, hire, assign, retain and discipline all employees performing City Services under this Agreement according to applicable collective bargaining agreements and applicable state and federal laws.

**SECTION NO. 11: LIABILITY**

A. The Department shall indemnify and hold harmless the City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the Department, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the City, the Department shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or jointly against the City and the Department and their respective officers, agents, and employees, the Department shall satisfy the same.

B. The City shall indemnify and hold harmless the Department and its officers,

agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the Department, the City shall defend the same at its sole cost and expense; provided that the Department reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Department, and its officers, agents, and employees, or jointly against the Department and the City and their respective officers, agents, and employees, the City shall satisfy the same.

C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

F. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

G. The Department and the City agree to either self-insure or purchase policies of insurance covering the matters contained in this Agreement with coverage's of not less than \$3,000,000 per occurrence with \$3,000,000 aggregate limits including professional liability and auto liability coverages.

## **SECTION NO.12: RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. The Department shall be an independent contractor and not the agent or employee of the City, that the City is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Department. Any and all employees who provide Services to the City under this Agreement shall be deemed employees solely of the Department. The Department shall be solely responsible for the conduct and actions of all Department employees under this Agreement and any liability that may attach

thereto. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the Department for any purpose.

It is understood that the Department shall from time to time upon identification of a life safety violation of code or a parking violation impairing access to fire hydrants or routes of ingress or egress to emergency scenes or restricted fire zones, need to immediately issue citations for these violations. It is further understood that the Fire Department, under the authority of the Spokane County Sheriff's Office may, if necessary, take such actions under the sole authority of the Spokane County Sheriff's Office and/or the Department and pursuant to a separate agreement with the Spokane County Sheriff's Office. Any costs or liability that may result from these actions shall be the responsibility of either the Fire Department or Sheriff's Office respectively.

### **SECTION NO. 13: MODIFICATION**

This Agreement may be modified in writing by mutual written agreement of the Parties. Proposals for modification shall be submitted to the other Party at least 60 days before the end of the calendar year.

### **SECTION NO.14: PROPERTY AND EQUIPMENT**

The ownership of all property and equipment utilized in conjunction with providing the Services shall remain with the original owner, unless otherwise specifically and mutually agreed to by the Parties to this Agreement. For the purpose of this section, the terminology "owner" means that Party which paid the full purchase price for the property or equipment.

### **SECTION NO.15: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT**

This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.

This Agreement shall be binding upon the Parties hereto, their successors and assigns.

### **SECTION NO. 16: DISPUTE RESOLUTION**

Any dispute between the Parties which cannot be resolved between the Parties shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing and considered by the Department and the City Administrator. If the Department and the City Administrator cannot resolve the dispute it will be submitted to

arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The Department and the City shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the Parties. Each Party shall be responsible for its own costs in preparing and presenting its case.

#### **SECTION NO. 17: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 18: SEVERABILITY**

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

#### **SECTION NO. 19: RECORDS**

All public records prepared, owned, used or retained by the Department in conjunction with providing Services under the terms of this Agreement shall be deemed City property and shall be made available to the City upon request by the City Administrator or his/her designee subject to the attorney-client and attorney work product privileges set forth in statute, court rule or case law. The Department will notify the City of any public disclosure request under chapter 42.56 RCW for copies or viewing of such records as well as the Department's response thereto.

## **SECTION NO. 20: HEADINGS**

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

## **SECTION NO. 21: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY**

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement.

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of the Department which render legally impossible the performance by the Department of its obligations under this Agreement, shall be deemed not a default under this Agreement.

## **SECTION NO. 22: FILING**

This Agreement shall be filed by the Department with such offices or agencies as required by chapter 39.34 RCW.

## **SECTION NO. 23: EXECUTION AND APPROVAL**

The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

## **SECTION NO. 24: INITIATIVES**

The Parties recognize that revenue reducing initiative(s) passed by the voters of Washington may substantially reduce local operating revenue for the City, Department or both Parties. The Parties agree that it is necessary to have flexibility to reduce the contracted amount(s) in this Agreement in response to budget constraints resulting from the passage of revenue reducing initiative(s). If such an event occurs, the Parties agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

**SECTION NO. 25: COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

**SECTION NO. 26: DISCLAIMER**

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or power under law.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: Aug. 12, 2019

 SPOKANE VALLEY FIRE DEPARTMENT  
Fire Chief


ATTEST:   
\_\_\_\_\_  
[add name & title]

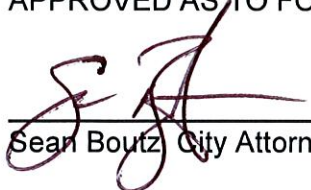
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DATED: June 26, 2019

CITY OF LIBERTY LAKE

ATTEST:   
\_\_\_\_\_  
Ann Swenson, City Clerk

  
\_\_\_\_\_  
Steve Peterson, Mayor

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Sean Boutz, City Attorney