

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SUMNER
AND EAST PIERCE FIRE AND RESCUE RELATED TO FIRE INSPECTION
SERVICES.**

THIS AGREEMENT is made and entered into by and between the City of Sumer, Washington, a Washington municipal corporation (hereinafter the "City"), and East Pierce Fire and Rescue, a Washington municipal corporation (hereinafter the "District"), who shall hereinafter be collectively referred to as the "Parties", for purposes of setting forth the terms and conditions for the provision of fire inspection services.

WITNESSETH:

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the Parties have the authority to contract for the provision of fire inspection services, pursuant to chapter 39.34 RCW and RCW 52.12.031(4); and

WHEREAS, in the District's performance of such Fire Inspection Services, the District is required to use the International Fire Code, as adopted by the City pursuant to RCW 35A.12.140 and the City Municipal Code, 15.24.010;

WHEREAS, the District has the authority to perform fire inspections, pursuant to International Fire Code ("IFC") Section 106.2; and

WHEREAS, the Parties acknowledge that neither state law nor local code confer code enforcement authority upon the District for violations discovered during the District's inspections (see RCW 52.12.031(7)); and

WHEREAS, the City desires to contract with the District for the provision of fire inspection services within the City, for the purpose of promoting fire and life safety education, ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the International Fire Code, as adopted by the City, and of any other law or standard affecting fire safety; and

WHEREAS, the District desires to provide such fire inspection services for the consideration described herein; and

WHEREAS, the partnership between the Parties for fire inspections creates benefits for the community and the Parties. These benefits include quality fire and life safety inspections, pre-emergency planning, direct access to structures by first responders and other efficiencies.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to describe the terms and conditions under which the Parties will cooperate in the provision of fire inspection services within the City.

Section 2. Services to be provided by District. The District agrees to provide the following services, pertaining solely to commercial entities and specifically excluding residential properties, within the City:

Inspections.

- a) **Schedule.** Qualified District personnel will inspect commercial buildings and structures in the City on a reasonable schedule that endeavors to inspect each commercial building no less than annually. When the District or City deems an inspection necessary based upon receipt of a complaint or otherwise becomes aware of circumstances that require an inspection, the District shall inspect the premises or structure within ten (10) days of receipt of such information or complaint.
- b) **Code Enforcement.** The District shall provide inspection services and provide timely and complete inspection reports to the City for any violations discovered, that are not remedied by the property owner. Thereafter, the City shall be responsible for taking any action to enforce the provisions of the IFC or City code, including bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the IFC and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. The District staff who inspected the property and found it to be in violation shall, upon request by the City, appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC or applicable City code in order to assist the City with enforcing the IFC or local code.
- c) **Inspection Notices.**

The District shall notify property owners and/or occupants prior to conducting inspections in accordance with Section 104 of the IFC. No inspections will be performed without such consent. If the timing of the inspection is inconvenient for either the property owner or occupant, the inspection can be rescheduled to a mutually agreed time. Furthermore, those owners and/ or occupants with a business whose operation may be negatively impacted by an unscheduled inspection may request a scheduled inspection by notifying the District in writing, and the District will try to reasonably accommodate any such requests.

3. **Property Owner's Refusal to Allow Inspection.** The District shall notify the City's Fire Code Official via email with confirmed receipt of any property owner/occupant refusal to permit a necessary inspection. The District shall take no action to attempt an inspection without permission of the City, if it receives any refusal from a property owner/occupant for a building/structure inspection.

4. **Correction Notices.** If the District discovers the presence of any condition which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the IFC, as adopted by the City, the District shall issue a correction notice to the property owner, the occupant of the structure, and provide a courtesy copy to the City. Such correction notice shall be provided to the property owner and the occupant of the structure in writing within seven (7) days after the inspection. The District agrees to notify the City's Fire Code Official in writing when timely compliance with such correction notices is not achieved. If any condition exists, which in the opinion of the District inspector, warrants immediate action to protect the public health and safety, the emergency correction notice shall be provided to the property owner and occupant within 24 hours of the inspection. The District agrees to notify the City's Fire Code Official within 24 hours of any inspection warranting an emergency correction notice.

5. **Noncompliance with Correction Notice.** If violations are noted during the annual inspection, the District shall issue a correction notice (pursuant to the Sumner Municipal Code) shall be presented to the occupant and owner of the premises. At that time, 30 days will be allowed to bring the premises into compliance. If after re-inspection, compliance is not achieved, an additional 15 days may be allowed to bring the premises into compliance. If after initial inspection and/or re-inspection, compliance is not achieved, the District shall notify the City's Fire Code Official via email with confirmed receipt, who will then address the noncompliance through the City's code enforcement process, utilizing the District for information or assistance where necessary. After such notification by the District, the City shall be responsible for taking any further action to enforce the City's code or the IFC related to that property.

Section 3. Reporting. All inspection data, including name of inspector(s), identification of all properties inspected, identification of all Correction Notices issued, and identification of all emergency correction notices issued will be reported in the District's database. The District will provide inspection program information to the City upon request.

Section 4. Coordination Meeting. The District and City's Fire Code Official will meet periodically (no less frequently than quarterly) to evaluate inspections, discuss any ongoing code enforcement and discuss efficiencies. These meetings are also intended to foster the relationship between the District and City.

Section 5. Financial Consideration(s). For the services provided through this Agreement and specified in Section 2 and Exhibit A, the City shall remit no compensation. The services enumerated herein shall be performed at no cost to the City.

Section 6. Term.

- A. This Agreement shall commence upon execution of the last-dated signature below.
- B. **Expiration.** This Agreement shall auto-renew each year on January 1st.
- C. **Termination.** The Parties may terminate this Agreement at any time and for any reason, by providing the other party three (3) months' prior written notice.

Section 7. Relationship of Parties. In contracting for the services described in this Agreement, the Parties are deemed for all purposes to be acting within their governmental capacities. No agent, employee, representative, officer or official of the District shall be or shall be deemed to be the employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Amendment. This covenant is mutually agreed to and applicable to the City in the same manner as applied the District. No property shall be exchanged between the Parties pursuant to this Agreement.

Section 8. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, shall not, by reason of race, religion, color, sex, marital status, sexual orientation, national origin or the presence of any sensory, mental or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. This covenant is mutually agreed to and applicable to the City in the same manner as applied to the District.

Section 9. Indemnification.

The District shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

The City shall defend, indemnify and hold the District, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the negligence of the District. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the City's liability hereunder shall only be to the extent of the City's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the

District's employees made directly against the District. The City's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the City's employees made directly against the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 10. Insurance.

A. The Parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision of fire inspection services, including the work of the District's employees, agents, officials and officers.

B. Before beginning work under this Agreement, the Parties shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Property Damages insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

3. Errors and Omissions insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

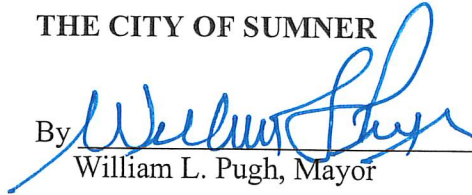
C. The Parties are responsible for the payment of any deductible or self-insured retention that is required by any of their respective insurance policies.

The insurance policies shall name the other party of this Amendment and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. The insurance policy or policies shall have a thirty (30) days prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be "occurrence based" rather than "claims made." In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the state of Washington with protection equal to or greater than that specified herein.

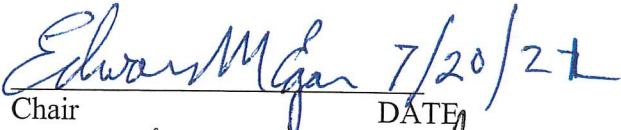
Section 11. Recitals. The Parties understand that the Recitals set forth in this Agreement are for convenience only.

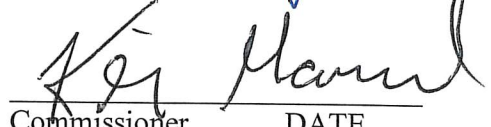
IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the last date indicated below:

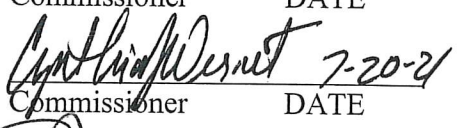
THE CITY OF SUMNER


By  8/2/21
William L. Pugh, Mayor DATE

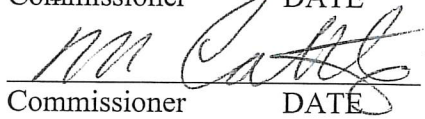
EAST PIERCE FIRE AND RESCUE

 7/20/21
Chair DATE

 7-20-21
Commissioner DATE

 7-20-21
Commissioner DATE

 7-20-21
Commissioner DATE

 7-20-21
Commissioner DATE

Notice shall be sent to:

The City of Sumner
Attn: Doug Beagle, Development Svcs. Director
1104 Maple Street
Sumner, WA 98390

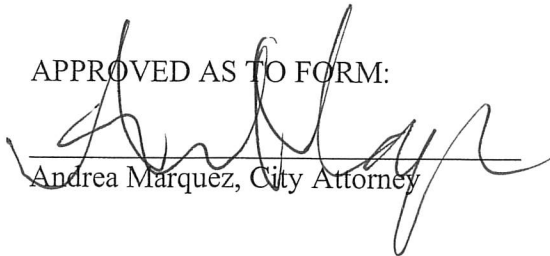
East Pierce Fire and Rescue
Attn: Fire Chief
18421 Veterans Memorial Dr. E.
Bonney Lake, WA 98391

ATTEST:


City Clerk


District Secretary

APPROVED AS TO FORM:


Andrea Marquez, City Attorney

Eric Quinn, District Attorney