

**INTERLOCAL SUPPORT AND SERVICE AGREEMENT BETWEEN DOUGLAS COUNTY  
AND WENATCHEE VALLEY FIRE FOR INTERNATIONAL FIRE CODE SUPPORT  
SERVICES**

This Agreement is made by and between Douglas County, Washington (the "County"), and the Wenatchee Valley Fire Department (the "Department").

**ARTICLE I**

**PURPOSE**

- 1.01 **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the Department will provide certain International Fire Code services to the County as directed by the County.
- 1.02 **Existing Services.** The County and the Department recognize that the Department provides a baseline level of services within the Department's jurisdictional boundaries, which includes portions of the County. This baseline level of services include the following and are funded through existing property tax levies (referred to as "baseline level of services"):
- a. Fire origin and cause investigation.
  - b. Public education/outreach programs.
  - c. Existing occupancy inspections.
  - d. Fire hydrant testing and maintenance.
  - e. Pre-fire plan development and maintenance.
  - f. Washington State Survey & Rating Board data collection.
- 1.03 **Desire for Additional Services.** The County desires that the Department provide services in addition to the baseline level of services within the Department's boundaries, and that the Department provide baseline and additional services to unincorporated areas of the County outside the jurisdictional boundaries of the Department.

**ARTICLE II**

**DUTIES OF THE PARTIES**

- 2.01 **Duties of the Department Covering Unincorporated Areas Outside its Boundaries.** The Department, through the direction of the County, shall provide the baseline level of services to the unincorporated areas of the County that are outside of the jurisdictional boundaries of the Department.
- 2.02 **Additional Services.** In addition to the baseline level of services provided by the Department to the County, the Department will provide the following support services to the County, both within and outside the jurisdictional boundaries of the Department:
- a. Fire safety inspections, testing, and monitoring for initial fire protection installations, and required on-going testing.
  - b. International Fire Code support services, which may include, but are not limited to, review of fire suppression systems, land use and building permit applications, and inspections for Commercial projects.

- c. Fire and life safety consulting services as requested by the County.
- d. Maintenance, repair and flow testing of all fire hydrants through the local water district.
- e. Assist in enforcement of all county codes related to fire prevention and fire safety in cooperation with the County Code Enforcement Division.
- f. Perform annual existing occupancy inspections including:
  - (i) Reporting Code violations to the County's Code Enforcement Division. In the event of immediate threat situations requiring immediate action, the Department shall assist, intervene and investigation(s) as necessary. Serious enforcement issues should be forwarded to the appropriate law enforcement agency.
  - (ii) Coordinate with the issuance of operations permits with the applicable Municipality.
- g. Provide assistance, advice and training as needed to enable the Douglas County fire marshal designee to fully assume the duties of fire marshal, or to assume such duties as are agreed to, with the Department continuing to provide support services as requested by the County.

2.03 **Duties of County.** The County shall provide the following services to the Department:

- a. The County shall give direction to the Department for duties requested.
- b. The County shall facilitate and coordinate with the Douglas County Hearing Examiner for administrative review of applicable actions taken under the International Fire Code.
- c. The County shall review referrals and take appropriate action towards the prosecution of applicable civil and criminal violations of the International Fire Code.
- d. The County shall cooperate with, and provide necessary data and information required by the Washington State Rating Bureau.

### ARTICLE III

#### ADMINISTRATION

3.01 **Administration.** The Department, through the Fire Chief, shall be responsible for the administration of International Fire Code services within the parameters outlined in section 2.01 of this Agreement. The County, through the Fire Marshal, shall be responsible for the administration of International Fire Code services in accordance with their responsibilities stated in section 2.02 of this Agreement. The parties recognize the coordinated programs and cooperative efforts under this Agreement will provide the best service to the public.

### ARTICLE IV

#### DURATION AND TERMINATION OF AGREEMENT

4.01 **Duration.** The term of this Agreement shall commence on the date of execution and continue through December 31, 2024. This Agreement may otherwise be extended for one (1) additional year upon written agreement by the parties, ending no later than December 31, 2025, or terminated as set forth in section 4.02, below.

4.02 **Termination.** Either party may terminate this Agreement without cause by providing 90 days notice in writing to the Board of County Commissioners, Fire Chief and Department Clerk.

**ARTICLE V  
PAYMENT TO DEPARTMENT**

**5.01 Payment for Additional Services.** The County will pay \$100.00 an hour for all services provided under Sections 2.01 and 2.02, which includes the Department's administrative fee. The Department shall bill the County monthly, with an itemization of charges, providing the name of the individual(s) providing service, a description of the services and the time spent. Mileage will be reimbursed per the IRS mileage rate schedule. The Department's monthly timesheet will show billing in 15-minute intervals, for review and approval by the County. The County shall make monthly payments to the Department by the 15<sup>th</sup> of the following month.

**ARTICLE VI  
INDEMNITY**

**6.01 Claims.** To the extent allowed by law and of its comparative liability, each party shall indemnify, defend, and hold harmless the other party, its departments, elected and appointment officials, employees, and agents from and against any and all claims damages, losses, and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees.

**6.02 Insurance.** Each party shall, at their own expense, obtain and continuously maintain public liability insurance and property damage insurance with such insurer or insurers as shall be acceptable to the other party. The minimum limits of liability protection required are:

Bodily injury- five million dollars (\$5,000,000)

Property Damage - one million dollars (\$1,000,000)

**ARTICLE VII  
PERFORMANCE OF AGREEMENT**

**7.01 Compliance with All Laws.** Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinance applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

**7.02 Maintenance and Audit of Records.** Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents, and other materials for six (6) years following the termination of this Agreement.

**7.03 On-site Inspections.** Either party or its designee may evaluate the performance of this agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in the Agreement and in compliance with federal, state, and local laws, rules, and regulations, and ordinances.

**7.04 Improper Influence.** Each party agrees, warrants, and represents that it did not and will not

employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

- 7.05 **Conflict of Interest.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

## ARTICLE VIII DISPUTES

- 8.01 **Time.** Time is of the essence of the Agreement.
- 8.02 **Waiver Limited.** A waiver of any term or condition of this agreement must be in writing and signed by the party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence, or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission.
- 8.03 **Attorney's Fees.** If any legal action of other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, each party shall pay for its own attorney's fees and costs.
- 8.04 **Governing Law and Venue.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Douglas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

## ARTICLE IX GENERAL PROVISIONS

- 9.01 **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 9.02 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no understandings or agreements between parties other than those set forth in this Agreement. No other statement, representation, or promise has been made to induce either party to enter into this Agreement.
- 9.03 **Modification.** This Agreement may not be amended, supplemented, or otherwise modified unless expressly set forth in a written agreement signed by the parties and adopted by resolution of each party's legislative authority.
- 9.04 **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement and shall be construed in all respects as if such invalid or unenforceable term

or provision was omitted.

9.05 **Filing and State Approval.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Douglas County Auditor and Department Clerk prior to its entry into force.

**ADOPTED** this 7<sup>th</sup> day of March, 2023 at the Commissioners' Chambers in the Douglas County Courthouse in Waterville, Washington.

BOARD OF COUNTY




COMMISSIONERS  
DOUGLAS COUNTY, WASHINGTON

  
\_\_\_\_\_  
Dan Sutton, Chair

  
\_\_\_\_\_  
Kyle Steinburg, Vice Chair

  
\_\_\_\_\_  
Marc S. Straub, Member


  
\_\_\_\_\_  
Kala Lince, Clerk of the Board Approved  
as to form:

Approved as to form:


  
\_\_\_\_\_  
Jim Mitchell, Civil Deputy Prosecuting Attorney  
WSBA#31031

BOARD OF COMMISSIONERS  
WENATCHEE VALLEY FIRE DEPARTMENT

  
Commissioner Castellente

  
Commissioner de Mestre

  
Commissioner Dormaier

  
Chairman Fennell

  
Commissioner Johnson

  
Commissioner Zimmerman

ATTEST:

  
District Secretary Cindy Blaufuss