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East Wenatchee, WA 98801

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Document Title: Interlocal Cooperative Agreement Between the Wenatchee Valley Fire Department and the City Of East Wenatchee
Grantor: Wenatchee Valley Fire Department and City of East Wenatchee
Grantee: Wenatchee Valley Fire Department and City of East Wenatchee
Legal Description (Abbreviated): N/A
Parcel Number(s): N/A

**Interlocal Cooperative Agreement Between the
City of East Wenatchee and Wenatchee Valley Fire Department
for International Fire Code Services**

This Agreement is made by and between the City of East Wenatchee, Washington ("City"), and the Wenatchee Valley Fire Department ("Department") individually referred to as "Party" or collectively referred to as "Parties";

WHEREAS, the City is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 35A;

WHEREAS, the Department is a municipal corporation duly organized and existing as a fire protection Department under the laws of the State of Washington, and particularly those set forth at RCW Title 52, and is located within Chelan and Douglas Counties, Washington;

WHEREAS, the City has adopted the International Fire Code as set forth in East Wenatchee Municipal Code chapter 15.16 and is permitted to delegate authority to enforce the International Fire Code to incorporated fire protection districts as provided in RCW 19.27.110 and RCW Chapter 39.34;

WHEREAS, the City and the Department have determined that it is in their mutual best interests and to their mutual benefit to authorize the Department to provide International Fire Code inspection and enforcement services within the jurisdictional boundaries of the City;

WHEREAS, the City and the Department have entered into Interlocal Agreements for the Department to provide certain fire marshal services for the City;

WHEREAS, the City and the Department now desire to enter into this new interlocal cooperation agreement ("this Agreement") under the authority of RCW 19.27.110 and RCW Chapter 39.34;

WHEREAS, the parties further desire to establish the fee collected by the Department and clarify the responsibilities for enforcement of fire code violations in this new Agreement;

WHEREAS, the City authorized the execution of this Agreement by action taken at a regularly held City Council meeting;

WHEREAS, the Department's Board of Commissioners authorized the execution of this Agreement by action taken at a regularly held meeting; and

WHEREAS, the City and the Department each hereby find that this Agreement is mutually advantageous to the City and the Department.

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

ARTICLE I PURPOSE

1.01 Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the Department is to provide fire protection and International Fire Code (including Fire Marshal) services to the City. Other topics of cooperation between the Department and the City shall be the subject of other additional agreements as appropriate.

ARTICLE II DUTIES OF THE PARTIES

2.01 Duties of Department. The Department shall provide the following services to the City:

A. Provide Fire Marshal services. The Department shall be vested with the sole responsibility and authority for International Fire Code services within the jurisdictional boundaries of the City, including but not limited to fire safety inspections, code enforcement, review of land use permit applications, and building permit applications; provided, that the Department shall refer enforcement actions requiring legal action to the City Attorney and the City shall be responsible for prosecuting all civil and criminal violations of the International Fire Code in accordance with Section 2.02.B of this Agreement.

2.02 Duties of City. The City shall provide the following services to the Department:

- A. Provide use of the East Wenatchee Hearing Examiner for administrative review of the Department's actions under this Agreement pursuant to the International Fire Code and East Wenatchee Municipal Code.
- B. Prosecution of all civil and criminal violations of the International Fire Code arising under this Agreement.

**ARTICLE III
ADMINISTRATION**

3.01 **Administrator.** The Department, through its Fire Chief or his/her designee, shall be responsible for the administration of the fire protection and fire code services to be provided to the City as described in this Agreement. Administration of the Agreement by the City shall be the responsibility of the Community Development Director.

**ARTICLE IV
DURATION AND TERMINATION OF AGREEMENT**

4.01 **Duration.** This Agreement shall be effective upon execution by the parties and filing with the Douglas County Auditor and the Department Secretary, pursuant to RCW Chapter 39.34. The term of this Agreement shall commence January 1, 2024 and be in force through December 31, 2024, after which time this Agreement shall continue on an annual basis until it is terminated as set forth in Section 4.02. All prior Agreements covering the provision of these services to the City by the Department shall be deemed terminated upon the effective date of this Agreement.

4.02 **Termination.** Either Party may unilaterally terminate this Agreement for the succeeding calendar year, without cause, by providing written notice of termination to the other Party by October 1, of the then current calendar year.

**ARTICLE V
PAYMENT TO DEPARTMENT**

5.01 **Payment.** The City shall pay the Department the amounts collected by the City for fire marshal services as set forth in the attached Development Application Permit Processing Cost Recovery Schedule. Payment shall be made within 30 days of the end of each quarter of the year (within 30 days of January 1, April 1, July 1 and October 1) for amounts collected the previous quarter.

The Development Application Permit Processing Cost Recovery Schedule shall be established by Resolution of the City from time to time ("Fire Code Compliance Fees"). The Department shall assist the City in developing of, and shall make recommendations on, a fee schedule to recover the expenses of the City and the Department associated with this Agreement.

ARTICLE VI INDEMNITY

6.01 **Claims.** To the extent of each Party's comparative fault, each Party shall indemnify, defend and hold the other Party, its departments, elected and appointed officials, employees, and agents, harmless 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 there from, 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.

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 ordinances 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, or such other time as might be required under any public records retention schedule.

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 this Agreement, and in compliance with federal, state and local laws, rules, 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 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.

7.06 **Legal Assistance.** This Agreement has been amended and restated with the assistance of the Department's legal counsel, Robert R. Siderius of the law firm Jeffers, Danielson, Sonn & Aylward, PS. Robert Siderius provided modifications to the current Interlocal Agreement to reflect the intent of both parties. Robert Siderius also provides legal representation to the City of East Wenatchee. For purposes of this

Agreement, the City of East Wenatchee's Assistant City Attorney has reviewed and approved its contents.

ARTICLE VIII DISPUTES

8.01 **Time.** Time is of the essence of this 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 or 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 this 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 without first obtaining the written authorization of the other Party. 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 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 prior to its entry into force. This

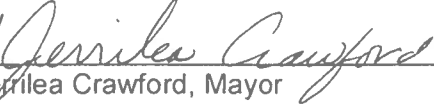
Agreement shall also be filed with the Department Secretary.

9.06 **Counterpart Signatures.** This Agreement may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

IN WITNESS thereof, the Parties have executed this Agreement as of the date last signed by the Parties below.


Adopted: _____

CITY OF EAST WENATCHEE,
WASHINGTON

By 


Jerrilea Crawford, Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Adopted: December 13, _____, 2023.

WENATCHEE VALLEY FIRE DEPARTMENT
BOARD OF COMMISSIONERS



A handwritten signature in cursive script, appearing to read "David Jull", is written over a horizontal line.

Chair, Board of Commissioners

ATTEST:



A handwritten signature in cursive script, appearing to read "Cathy Bell", is written over a horizontal line.

Department Secretary

City of East Wenatchee

Effective January 1, 2024

Development Application Permit Processing Cost Recovery Schedule

All permit processing fees must be submitted as part of the required application materials. All fees are non-refundable except when an application has officially been withdrawn in writing by the applicant prior to the issuance of any public notice required for the proposal.

In addition to the fees included here, all projects require reimbursement to the City for the full cost of contracted engineering services to review the project.

Pre-Application Conference	1st No Fee
2nd Pre-Application Conference on same project	\$194
Major Plat - Preliminary Review - Base Fee	\$1,109
Plus this fee per lot	\$79
Engineering	\$385
Plus this fee per lot	\$30
Major Plat - Final Review - The Greater of the Minimum Base or Base + Per Lot Fee	
Minimum Base	\$516
Base Fee	\$194
Plus this fee per lot	\$68
Engineering	\$539
Plus this fee per lot	\$30
Amendment/Alteration - Plat	
Administrative	\$457
If Public Hearing Required	\$1,559
Short Plat - Preliminary Review - Base Fee	\$701
Plus this fee per lot	\$79
Engineering	\$231
Plus this fee per lot	\$30
Short Plat - Final Review - Base Fee	\$293
Plus this fee per lot	\$50
Engineering	\$308
Plus this fee per lot	\$30
Amendment/Alteration - Short Plat - Base Fee	\$457
Plus this fee per lot	\$79
Binding Site Plan - Preliminary Review - Base Fee	\$827
Plus this fee per lot	\$79
Engineering	\$308
Plus this fee per lot	\$30
Binding Site Plan - Final Review - Base Fee	\$827
Plus this fee per lot	\$79
Engineering	\$385
Plus this fee per lot	\$30
Binding Site Plan Condo in Existing Bldg	\$584
Amendment or Alteration - Binding Site Plan	\$350
Plus this fee per lot - If lots are added	\$79
Engineering	\$308
Plus this fee per lot	\$30
Extension - Plat, Short Plat, Binding Site Plan	1/2 Original Fee
Boundary Line Adjustment	\$293

Rezone		\$1,752
Planned Unit Development		\$1,752
Conditional Use Permit		\$1,168
Home Occupation - Administrative		\$146
Critical Areas Permits/Compliance/Reasonable Use etc.		\$487
Variance		\$1,559
Appeals		\$973
Addressing (per request or plat/BSP/short plat)		\$146
Comprehensive Plan Amendment		\$1,947
Zoning Text Amendment		\$1,947
Shoreline Permits (SDP, SCUP, Svariance)		\$1,947
SEPA checklist review & DNS		
	With Notice	\$584
	Without Notice	\$293
EIS - minimum base fee + the actual expenses		\$973
Mitigated DNS, Expanded Checklist		\$584
WCF - Broadcast and relay tower facility		\$1,196
WCF - Up to 5 small cell or DAS facilities		\$598
	Each Additional Facility	\$119
WCF - Other wireless communications facilities application		\$598
Fire Marshal Services		
Residential fire sprinkler plan review		\$115
Residential fire sprinkler inspection		\$115
Fire alarm & smoke detection system plan review		\$231
	+ per device fee	\$2
Fire alarm & smoke detection system inspection		\$231
	+ per device fee	\$3
Fire sprinkler system plan review		\$231
	+ per device fee	\$3
Fire sprinkler system inspection		\$230
	+ per device fee	\$3
Commercial IFC application plan review		
	Per Building Permit	\$385
	If Single Component	\$115
Commercial IFC component inspection		
(Commercial hood, high-piled storage, membrane structures, fireworks stands, fireworks displays, exhibitions, fire and sprinkler system revisions less than 5 devices, and standpipes.)		\$230
Commercial fuel tanks (per tank)		
	500 gallons or less	\$231
	501 to 5000 gallons	\$462
	5001 gallons or more	\$693
		\$231
Marijuana Extraction System		
Residential or commercial tank decommission		\$230
Development permit review		\$115
Reinspection fee		\$115