

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

This agreement is made by and between Chelan County, Washington (the "County"), and the Wenatchee Valley Fire Department (the "Department") pursuant to the Interlocal Cooperation Act, Chapter 39 34 RCW.

**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 service within the Department's jurisdictional boundaries, which includes portions of the County
- 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 when requested of the County

**ARTICLE II
DUTIES OF THE PARTIES**

- 2.01 Duties of the Department Covering Unincorporated Areas Outside its Boundaries** The Department, at the request of the County, may provide requested baseline level services to the unincorporated areas of the County that are outside of the jurisdictional boundaries of the Department
- 2.02 Additional Services.** When requested by the County, the Department may 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.
 - d Provide assistance, advice and training as needed to enable the Chelan County fire marshal designee to fully assume the duties of fire marshal, or to assume as such duties as agreed to, with the Department continuing to provide support services as requested by the County
- 2.03 Duties of the County.** The County shall provide the following services to the Department
- a The County shall give written requests for assistance either by mail or email to the Department for duties requested

**ARTICLE III
ADMINISTRATION**

3.01 Administration. The Department, through the Fire Marshal, may assist County staff in the administration and/or interpretation of International Fire Code when requested. The County shall be responsible for the administration of the International Fire Code. 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, 2026 or terminated as set forth in section 4.2, 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 of Additional Services. The County will pay \$100.00 an hour for all services provided, 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 15th 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 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 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 t its performance under this Agreement. These records shall be subject to inspection, review, and audit by either party of 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.** Each 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, 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 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 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 Chelan 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 of this Agreement and shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

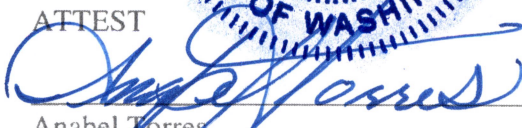
- 9.05 Filing and State Approval.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Chelan County Auditors and Department Clerk prior to its entry into force.

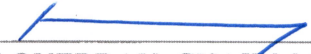
ADOPTED this ____ day of February, 2024 at the Commissioners' Chambers in Chelan County, Washington.


DATED at Wenatchee, Washington this 20th day of February 2024.

BOARD OF CHELAN COUNTY COMMISSIONERS



ATTEST

Anabel Torres
Clerk of the Board



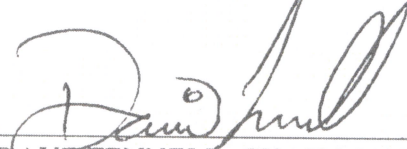
KEVIN OVERBAY, CHAIRMAN


TIFFANY GERING, COMMISSIONER


SHON SMITH, COMMISSIONER

DATED at Wenatchee, Washington this 14th day of February 2024.

WENATCHEE VALLEY FIRE DEPARTMENT BOARD OF COMMISSIONERS



DAVE FENNEL, CHAIRMAN OF THE BOARD

ATTEST



Clerk of the Board