

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST RICHLAND AND BENTON COUNTY FIRE PROTECTION DISTRICT NO. 4 RELATING TO PROVIDING SERVICES TO CITY-OWNED PROPERTIES AND TO PROVIDING FIRE PREVENTION AND FIRE INVESTIGATION SERVICES**

THIS AGREEMENT is made and entered into by and between the City of West Richland, incorporated under the laws of the State of Washington (hereinafter referred to as the "City") and Benton County Fire Protection District No. 4, a municipal corporation of the State of Washington (hereinafter referred to as the "District"), effective the date on which the last party to sign this agreement so signs.

**RECITALS**

1. The City is annexed into the District, and per RCW 52.30.020, the property of a public agency within the District is required to contract for services; and
2. The City and the District wish to fully cooperate and coordinate activities that will avoid unnecessary duplication of effort and expenditures; and
3. Such agreements are specifically authorized by the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington.

**AGREEMENT**

NOW THEREFORE, in consideration of the terms and provisions contained herein, IT IS AGREED by and between the City and the District as follows:

**I. FIRE OFFICIALS.**

- A. The City has a designated Fire Code Official, appointed by the Mayor, who is responsible for fire and life safety inspections, participation in the site plan review process, Technical Review Committee, pre-construction conferences, and code compliance, fire investigations and to assist the District in fire prevention education. At the start of this agreement and anytime there is a change the city will provide a letter to the District's Board of Fire Commissioners as to the person designated as Fire Code Official.
- B. The District Fire Chief or Designee will perform and have the authorities as identified in the International Fire Code and/or State of Washington Laws. At the start of this agreement and anytime there is a change the District will provide a letter to the City Council as to the person designated as Fire Chief.

- II. **FIRE INVESTIGATION.** The City will assist the District in fire investigations. The District, City, and Police Department will work together in a unified command system on any fire investigation when any party needs the assistance of the other. The Police Department shall assist the Fire Code Official and Fire Chief or Designee in any investigation that is suspicious in nature or is obviously criminal and the Police Department shall collect and store evidence, pursue criminal charges and work with area fire and law enforcement agencies to assist with the Regional Arson Task Force

### III. SERVICES.

#### A. Fire Prevention and Code Enforcement

1. The District shall appoint a representative(s) to participate in the City's development review process. This would include such items as: site plan review process, Technical Review Committee, pre-construction conferences, and code compliance. The City shall advise the District in a timely manner of meetings. (Emphasis shall be on retail, commercial, industrial, large facility development projects, and subdivisions). Building plans will be submitted to the District for review (except R3 occupancies less than 3,600 square feet. Regarding R3 occupancies greater than 3,600 square feet, the City shall provide the District with a site plan to determine fire flow requirements). To evaluate IFC Requirements listed below' plot plans will be submitted to the District for review and approval. Generally, the District will be responsible for the following determining factors covered in IFC:
  - (a) Fire hydrant location using the IFC including relevant appendices and the West Richland Municipal Code will be determined by the Fire Chief or designee.
  - (b) Key box locations, model or make will be approved by the Fire Chief or designee.
  - (c) Fire flow requirements will be determined using fire flow requirements in IFC Appendix's titled Fire Flow for Buildings. Reductions in Fire flows will be approved by Fire Chief or Designee.
  - (d) Road access to property and buildings for firefighting purposes, including fire lanes, in accordance with the IFC including relevant Appendices and local regulations will be determined by the Fire Chief or designee.
2. The District shall review and approve plans for Automatic Fire Suppression Systems and Fire Alarm and/or detection systems or any plans that contain systems in accordance with the IFC and West Richland Municipal Code.
3. The City Fire Code Official and Fire Chief or designee shall witness acceptance tests of any system that needs such a test as outlined in the IFC. Such tests are to be performed by installer or owner but witnessed by the Fire Code Official and Fire Chief or Designee.
4. The City and District Shall inspect occupancies as follows:

Inspection Matrix Division of Responsibility
--

International Building Code Occupancy	Fire Code Official	Fire Chief or Designee
Fire Works Stands	X	
Assembly Group A: A-1, A2, A3, A4, A5	X	X
Business Group B: B < 3,600 sq. ft.	X	
Business Group B: B > 3,600 sq. ft.	X	X
Educational Group E	X	X
Factory Group F: F-1, F-2	X	X
High-Hazard Group H: H-1, H-2, H-3, H-4, H-5	X	X
Institutional Group I: I-1, I-2, I-3	X	X
Institutional Group I: I-4	X	
Mercantile Group M: < 3,600 sq. ft.	X	
Mercantile Group M: > 3,600 sq. ft.	X	X
Storage Group S: S-1	X	X
Storage Group S: S-2 <3,600 sq. ft.	X	
Storage Group S: S-2 >3,600 sq. ft.	X	
Utility and Miscellaneous Group U: <3,600 sq. ft.	X	
Utility and Miscellaneous Group U: >3,600 sq. ft.	X	X

*lla*

To inform and improve safety for Emergency Response Personnel (City and District) records of Inspections shall be maintained in the Districts Emergency Response Services Electronic Subscription Service. The District shall provide access to Fire Code Official, Building Code Official, and Law Enforcement Personnel.

**IV. CONSIDERATION.** Consideration for the services provided by both the District and the City are deemed mutually beneficial and equal.. The City and District will establish a mutually agreed upon Plans Review , Permit, and Fee Schedule

**V. CITY/DISTRICT RELATIONSHIP**

**A.** The Parties intend that an independent contractor relationship will be created by this Agreement. The District 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 District. Any and all District employees who provide services to the City under this Agreement shall be deemed employees solely of the District. The District shall be solely responsible for the conduct and actions of all District 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 District for any purpose.

- B. The District shall have the discretion to hire and assign the personnel responsible for performing the services and shall appoint, hire, assign, retain subcontract and discipline all employees performing services under this Agreement according to applicable collective bargaining agreements and applicable state and federal laws.

## **VI. CITY/DISTRICT COOPERATION**

- A. The District and City joint goal shall be to work with one another at all times in an open, reasonable, and fair manner, and in a spirit of mutual cooperation, so any disagreements, or potential disagreements, that arise between them regarding any aspect of the subject matter of this Agreement may be settled as quickly and fairly as possible.
- B. In the event of a disagreement between the District and City is brought forward by District and City staff in the interpretation of the IFC provisions involved in the services provided, a meeting will be convened by the Mayor and a Fire District Commissioner to hear and resolve said dispute. The Mayor and Fire District Commissioner will jointly determine if a neutral third party is needed for final resolution. The district shall annually submit a letter to the city identifying a Primary and Alternate Fire Commissioner to serve on committee for resolving disputes. Either the District Fire Chief or Fire Code Official shall request a meeting to resolve disputes and provide evidence of issue as necessary.
- C. City staff will work closely with the District staff in adopting updated codes and developing municipal standards regarding prevention, fire codes and life safety fire codes.
- D. Each Party agrees to coordinate attendance of appropriate staff to attend staff or council meetings as requested by the other Party.
- E. Each Party agrees to coordinate attendance of appropriate staff to meet, upon request by the other Party, to discuss any service provided under the terms of this Agreement.
- F. City staff will work closely with the District staff in reviewing and making recommendations on all new construction or development projects within the City and respective potential annexation areas and urban growth areas according to municipal standards for fire prevention, fire codes and life safety codes
- G. The City recognizes that the expansion of the City boundaries through annexations automatically expands the District boundaries and service area. An increase in the District's service area could result in a need for additional station facilities, equipment

and personnel or in a need for the District to contract with another municipal corporation for services. The City agrees that it will advise the District as early as possible of any potential annexation or major Commercial/Industrial/Residential developments within the Urban Growth Area or City limits, and will provide the District with the opportunity to comment through the SEPA process in order to allow opportunity for mitigation of impacts

- H. The City will conduct fire hydrant flow testing as outlined in a separate agreement under the City's Fire Hydrant Maintenance Program. Results of the tests will be made available to the District upon request.
- I. The District will make an attempt to provide the City, on a monthly basis, a report of the activities of the District including, but not limited to, the number of fires along with the estimated amount of City water used/withdrawn from City hydrants, Emergency Medical calls, aid calls, inspections, permits issued, and plan review and activities. This information is currently available on the District's Website. The City, in turn, will provide space when available in utility billing, news letters, announcements, for District business, including, but not limited to, volunteer announcements, safety tips, warnings, etc.
- J. The City shall provide Council agendas, Planning Commission meeting agendas and minutes to the District available through the City's web site. The City shall, upon request from the District, provide the District any planning, development, building, water supply, and any other documents that may affect the future of the District or its ability to deliver services. The City shall consider the District's input into any water plan(s), Growth Management Plan(s), survey(s) of citizenry or any other public plan, document, ordinance(s) that could affect the District and its ability to serve the City.
- K. The District and the City shall meet annually to review the performance of this Agreement and to develop a Master List of Target Hazards to address utilizing a Task Force Approach (Fire Code Official, Building Code Official, City Attorney, Fire Chief or Designee, and other necessary technical support). The District and the City shall also meet more often than once a year, as needed, to address issues involved with this agreement as reasonably requested by either party.
- L. The District and the City agree to make each agency's equipment and personnel available to provide support to the other for natural and man made disasters, terrorist acts, hazardous material incidents, large natural cover fires, conditions of Marshal Law or other security events i.e., fire trucks, dump trucks, meeting rooms, fire fighters, law enforcement officers, public works employees, financial employees, heavy construction equipment. Each agency agrees to work under the National Incident Management System.

## VII. LIABILITY

- A. The City shall protect, defend, indemnify, and hold the District, its officers, employees, and agents harmless from any and all costs, claims, judgments, or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the City, its officers, employees, or agents, relating to, or in the performance of, this agreement.

- B. The District shall protect, defend, indemnify, and hold the City, its officers, employees, and agents harmless from any and all costs, claims, judgments, or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the District, its officers, employees, or agents, relating to, or in the performance of, this agreement.
- C. 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. The duties of both parties under this agreement are duties owed to the public generally and by entering into this Agreement, neither the District nor the City incur a special duty to the other party, the property owners, residents or occupants of the other party.
- D. A delay or interruption in or failure of performance of all or any part of this Agreement resulting from 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 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 District which render legally impossible the performance by the District of its obligations under this Agreement, shall not be deemed a default under this Agreement. *dlu*

#### VIII. TERM AND TERMINATION.

- A. This agreement shall renew annually, and may be terminated by either party giving 180 calendar days written notice to the other, unless the parties otherwise mutually agree. The parties shall cooperate to implement and carry out the terms and provisions of this agreement, and shall further cooperate to identify any other action needed to carry out the purposes and intents of the parties regarding this agreement, and needed to comply with the codes and goals of the City and District.

#### IX. MISCELLANEOUS TERMS:

- A. Each of the parties, for itself, its heirs, personal representatives, successor in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental, or physical handicap, be discriminated against or receive discriminatory treatment by reason thereof.
- B. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- C. This agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement, shall be in Benton County, Washington.

- D. The captions in this Agreement are for convenience only and do not, in any way, limit or amplify the provisions of this Agreement.
- E. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identities of the parties hereto are as set forth herein above.
- F. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- G. The oversight and administration of the Agreement shall be by the respective named representatives delegated by the parties.
- H. Unless otherwise specifically provided herein, any real property to be held in connection herewith, if applicable, shall be held as a separate property of the party or parties in whose name(s) the property is/was acquired.
- I. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.
- J. If any term or provision of this Agreement or the application thereof, to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with, or defeats the purposes hereof, at which time the City shall have the right to terminate the Agreement.
- K. This agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants, or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
- L. Copies of this Agreement shall be filed with the Benton County Auditor's office and the respective clerks or records management officials of the parties hereto.

IN WITNESS THEREOF, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the date indicated.

Dated: 1/4/2011

Dated: 12-17-10

CITY OF WEST RICHLAND

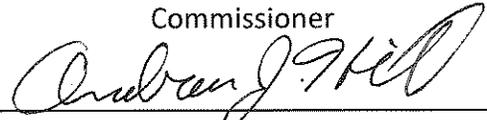
BENTON COUNTY FIRE PROTECTION  
DISTRICT NO. 4

By: *Anna Nash*

By: *[Signature]*

Mayor

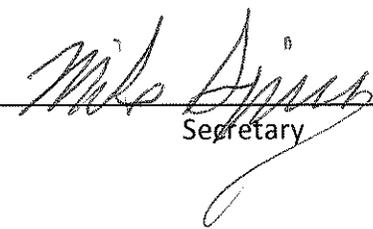
Commissioner

By: 

Commissioner

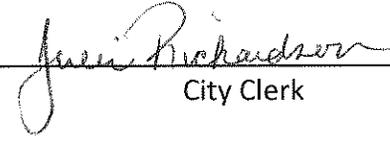
By: 

Commissioner

By: 

Secretary

Attest:

  
City Clerk

Approved as to form:

  
City Attorney

**CITY OF WEST RICHLAND  
RESOLUTION NO. 3-11**

**A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST RICHLAND AND BENTON COUNTY FIRE DISTRICT #4 FOR SERVICES TO CITY OWNED PROPERTIES AND PROVISION OF FIRE PREVENTION AND FIRE INVESTIGATION SERVICES.**

**WHEREAS**, the City of West Richland is annexed into Benton County Fire District, and per RCW 52.30.020, the property of a public agency within the district is required to contract for services; and

**WHEREAS**, the City of West Richland and Benton County Fire District #4 wish to fully cooperate and coordinate activities that will avoid unnecessary duplication of effort and expenditures; and

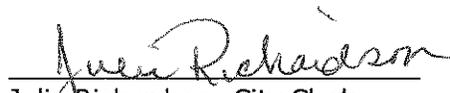
**WHEREAS**, such agreements are specifically authorized by the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington;

**NOW, THEREFORE**, be it resolved that the Interlocal Agreement by and between the City of West Richland and Benton County Fire District #4 is hereby approved and the Mayor is authorized to sign and execute said agreement.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON**, this 3rd day of January, 2011.

  
\_\_\_\_\_  
Donna Noski, Mayor

ATTEST:

  
\_\_\_\_\_  
Julie Richardson, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bronson Brown, City Attorney