

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

**RESOLUTION
NO. 2016- 094**

**RESOLUTION TO AUTHORIZE EXECUTION OF INTERLOCAL AGREEMENT
BETWEEN THE KITTITAS COUNTY AND KITTITAS COUNTY FIRE DISTRICT #2
FOR FIRE CODE SERVICES**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate for mutual advantage; and

WHEREAS, Kittitas County, through the Kittitas County Fire Marshal's Office, is dedicated to protecting the lives and property of the citizens of Kittitas County from hazards of fire, explosion, and life safety hazards by fostering a safe environment through inspection, enforcement, regulation, investigation, and public education; and

WHEREAS, Kittitas County needs support conducting Fire Code related services; and

WHEREAS, Kittitas County Fire District #2 (KVFR) has the institutional capacity and the employees with the expertise to provide such support; and

WHEREAS, the County and KVFR find it desirable and in each other's best interest to enter into this interlocal agreement; and

WHEREAS, the Parties agree that this support should be delivered in the manner detailed in the interlocal agreement, attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Kittitas County, Washington, authorizes execution of an interlocal agreement with the Kittitas County Fire District #2 that is attached hereto, and incorporated herein by reference.

DATED this 19th day of July, 2016, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON



Chair

ABSENT

Vice-Chair


Commissioner





Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN
KITTTITAS COUNTY AND KITTTITAS COUNTY FIRE PROTECTION DISTRICT NO. 2
FOR FIRE CODE SERVICES**

This agreement is entered into between Kittitas County, a municipal corporation of the State of Washington, (hereinafter the "County"), and Kittitas County Fire Protection District No. 2, a political subdivision of the State of Washington and doing business as Kittitas Valley Fire & Rescue, (hereinafter referred to as "KVFR").

WHEREAS, Chapter 39.34 of the Revised Code of Washington (RCW), the Interlocal Cooperation Act, allows governmental agencies to enter into agreements that provide for the efficient use of their powers and to cooperate with each other in providing services; and

WHEREAS, the County needs support conducting Fire Code related services; and

WHEREAS, KVFR has the institutional capacity and the employees with the expertise to provide such support; and

WHEREAS, the County and KVFR find it desirable and in each other's best interest to enter into this agreement;

NOW, THEREFORE, the County and KVFR agree as follows:

1. Purpose. The purpose of this Agreement is to authorize KVFR to provide Fire Code related services for Kittitas County.
2. Scope of Work.
 - 2.1 KVFR's Fire Prevention Captain, or similarly qualified individual in his/her absence, will be designated and serve as the Fire Code Marshal for Kittitas County for the duration of this agreement with all authority granted by Washington State law.
 - 2.1.1 KVFR's Fire Prevention Captain will provide consultation on an as needed basis for matters involving application and/or interpretation of the current fire code, as amended by Kittitas County.
 - 2.1.2 KVFR's Fire Prevention Captain will attend and contribute to all variance, pre-construction, and board meetings on as-needed basis.
 - 2.1.3 KVFR will provide a vehicle and other essential materials such as investigation tools to KVFR's Fire Prevention Captain.
 - 2.2 KVFR will provide administrative support upon request for Fire Marshal's Office budget and process management.

- 2.3 KVFR will assist Kittitas County in the hiring process for a new Kittitas County Fire Marshal if requested.
- 2.4 KVFR will assist with fire inspections and investigations as requested.
- 2.5 KVFR will only provide the listed services when directed to do so by Kittitas County Commissioners or their designee.
3. Duration. This Agreement shall remain in effect until terminated by either party as provided herein.
4. Termination. This Agreement may be terminated by either KVFR or Kittitas County with 30 days written notice, or a shorter period if both sides agree. Neither party will be penalized for severing the contract with notice.
5. Contract Management. The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for Kittitas County is: Josh Hink, 411 N. Ruby, Ellensburg, WA 98926. Telephone: 509-962-7000.

The Agreement administrator for KVFR is: Rich Elliott, 400 E. Mountainview Avenue, Ellensburg, WA 98926. Telephone: 509-933-7233.

6. Payment. Kittitas County will reimburse KVFR at a rate of \$57.00 per hour for actual time spent providing services listed in Section 2 of this agreement. Unless approved in writing in advance, KVFR will not provide in excess of 40 hours of service per calendar month to Kittitas County.
7. Billing Procedure. KVFR shall submit invoices on a monthly basis for services provided. Invoices are to be sent to: Kittitas County Auditor, 205 W. 5th Avenue Suite 105, Ellensburg, WA 98926, Attn: Accounting. Payment to KVFR for approved and completed work will be made within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.
8. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of nature, acts of war, accident, labor disruption, acts, omissions or defaults of third parties, and official, governmental or judicial action not the fault of the party failing or delaying in performance.
9. Maintenance of Records. Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect

costs related to the performance of services described herein. Each party may examine the other party's books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement. All books, records, documents and other materials relevant to this agreement will be retained for six years after expiration of the Agreement, and the Office of the State Auditor or other persons authorized by law and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

10. Hold Harmless and Indemnification. Each Party shall hold harmless and indemnify the other Party and its directors, officers, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorney's fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct. However, neither Party shall be indemnified hereunder for any loss, liability, damage or expense resulting from its sole negligence or willful misconduct.

The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

11. Warranty. Except as expressly stated herein, there are no express or implied warranties respecting this Agreement or the services provided.
12. Assignment. This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.
13. Administration of Agreement. There shall be no separate legal entity created by the Agreement. This Agreement shall be administered jointly by the County or designee and the KVFR or designee.
14. Property. The terms of this Agreement do not contemplate the acquisition of any real or personal property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.
15. Compliance with Laws. Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.
16. Relationship of the Parties. No agent, employee or representative of KVFR shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of KVFR are not entitled to any of the benefits the County provides to County

employees. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of KVFR for any purpose, and the employees of the County are not entitled to any of the benefits KVFR provides to KVFR employees.

17. Disputes. In the event that a dispute arises under this Agreement, it shall be determined by a majority vote of a three-member Dispute Resolution Board comprised of one representative chosen by each of the parties hereto and a third chosen by the two selected parties. If said determination is not acceptable to the parties, the parties are entitled to utilize whatever remedies to which they may be entitled at law or in equity.
18. Jurisdiction. Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.
19. Modification. The provisions of this Agreement may be modified or amended only by written mutual written agreement of the parties, executed by personnel authorized to bind each of the parties.
20. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.
21. Agreement Not For Benefit of Third Parties. This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.
22. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
23. Filing. This Agreement shall be filed or posted online as required by RCW 39.34.040.
24. Effective Date. This agreement shall take effect when signed by the parties.

Dated this 19th day of July, 2016.

KITTITAS COUNTY FIRE DISTRICT #2
d.b.a. Kittitas Valley Fire & Rescue



Board Chair



Fire Commissioner



Fire Commissioner



Fire Commissioner



Fire Commissioner

ATTEST:



District Secretary
Date: 7/14/16

BOARD OF COUNTY COMMISSIONERS
Kittitas County, Washington



Obie O'Brien, Chair

ABSENT

Paul Jewell, Vice-Chairman



Laura Osiadacz, Commissioner





Julie Kjorsvik, Clerk of the Board
Date: July 19, 2016