

**INTERLOCAL AGREEMENT BETWEEN ISLAND COUNTY AND FIRE DISTRICTS  
RELATING TO FIRE INSPECTION SERVICES**

**THIS INTERLOCAL AGREEMENT** ("Interlocal Agreement" or "Agreement") is entered into by and between Island County, a political subdivision of the State of Washington (the "County"), and the following fire protection districts, political subdivisions of the State of Washington and municipal corporations (collectively "Fire Districts"): Island County Fire District #1, North Whidbey Fire and Rescue ("NWFR"), South Whidbey Fire/EMS ("SWFE"), and Central Whidbey Island Fire and Rescue ("CWIFR"), collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, local governmental authority and jurisdiction with respect to the State Building Code and the International Fire Code is codified in Chapter 19.27 RCW and Title 14 of Island County Code and within the unincorporated areas of Island County this authority and jurisdiction resides with the County; and

**WHEREAS**, the International Fire Code provides for inspections of public property and privately owned property used by the public to ensure compliance with the requirements of the code; and

**WHEREAS**, the Fire Districts and the County desire the Fire Districts to act as approved agencies, as authorized by Section 106.2 of the International Fire Code, to discharge the duties of fire inspections on behalf of the County; and

**WHEREAS**, each Fire District shall perform fire inspection duties on behalf of the County within the geographic boundaries of their respective district; and

**WHEREAS**, designated buildings and structures under Island County Code Chapter 14.03A are subject to an annual fire inspection; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies to enter in to Interlocal agreements setting forth the conditions of providing services to one another;

**NOW, THEREFORE**, the Parties hereby agree as follows:

## **ARTICLE I - PURPOSE OF AGREEMENT**

This Interlocal Agreement allows the Fire Districts to perform fire inspection services on behalf of the County as the approved agency acting for the County's Building Official, in accordance with the terms and provisions of International Fire Code Section 106.2 and Island County Code Chapter 14.03A, as adopted by the County.

## **ARTICLE II - STATEMENT OF RESPONSIBILITIES**

1. The Parties agree that the following are joint responsibilities:
  - a. To conduct an annual review of the fire inspection services in March of each year to evaluate the effectiveness of the program for the preceding year, to identify any potential amendments to this Interlocal Agreement that are necessary, and to evaluate whether additional resources or training are necessary to support the process;
  - b. To present any recommendations which result from the annual review to the Board of County Commissioners and Fire District Boards by the Fire Chiefs and the Building Official;
  - c. To present annual reports of fire inspection services to the other party to assure accountability;
  - d. To comply with record requirements - All records and documents associated with fire inspection services are considered public records pursuant to Chapter 42.56 RCW; and
  - e. The County and the Fire Districts will maintain uniform forms for fire inspections.
  
2. County Responsibilities:
  - a. The County shall pay each Fire District for the services described herein the amount of 70% of the fire inspection fees actually received by the County for each occupancy inspected by each Fire District, payable in quarterly installments at the end of each quarter.
  - b. The County shall not relinquish enforcement powers pursuant to Island County Code, including enforcement of the International Fire Code.
  - c. The County shall continue to be responsible for the issuance of all required permits or certificates under the Building Code and International Fire Code.
  - d. When a notice of violation is forwarded to the County by the Fire District, the County shall investigate within 30 days.
  - e. The County Building Official shall provide a list of permits issued by the County within each Fire District to that Fire District.

### 3. The Fire Districts' Responsibilities.

- a. The Fire Districts agree to perform inspections as the approved agency acting for the County's Building Official in accordance with Chapter 14.03A ICC and the terms and provisions of the International Fire Code, as adopted by the County.
- b. The Fire Districts agree to inspect the following classes of occupancies, buildings, or structures:
  - i. Occupancy groups A (Assembly), B (Business), E (Education), F (Factories), H (Hazardous), I (Institutional), M (Mercantile), R-1 (Transient Residential), R-2 (Long Term Residential), R-4 (Day Care), and S (Storage).
  - ii. Occupancy group LC (Licensed Care), Child Day Care Facilities, and Adult Family Homes, pursuant to the state building code classifications.
  - iii. Buildings or structures in which Home Industries (as defined by Chapter 17.03 ICC) are conducted. The Home Industry defined as a Bed and Breakfast Inn (accommodations with guest rooms for 4 or more persons are included for purposes of fire inspection services). The Home Occupation defined as a Bed and Breakfast Room is exempt from required fire inspections.
  - iv. The Building Official may also exempt from fire inspection any establishments or occupancy groups inspected by the State Fire Marshal.
- c. Fire inspections shall be performed annually or when advised by the County of the need for an inspection or a change of business use. The Fire Districts further agree to make one re-inspection when required. Additional re-inspections that may be necessary will be coordinated with the County Building Official. The County shall notify the Fire District of the outcome of additional compliance inspection within 30 days. The Fire Districts acknowledge that the Planning and Community Development Department does not track changes in ownership and that Island County does not issue business licenses.
- d. Any actions that may be required for code compliance will be referred to the County Building Official for enforcement.
- e. The Fire Districts agree to check for permits or certificates required by the International Fire Code during fire inspections. When necessary, the Districts will notify the County Building Official of any expired or missing permits or certificates.
- f. The Fire Districts agree to collect and transmit to the County Building Official the owner and billing information at the time of conducting inspections.
- g. With approval of the Fire Chief, the Fire Districts shall provide "courtesy" inspections upon the request of property owners for the purpose of recognizing potential fire hazards in residences.

- h. The Fire Districts shall notify the County Building Official of any complaints regarding potential fire hazards found on private property and shall coordinate compliance actions through the County, wherever applicable.
- i. The Fire Districts shall provide copies of all fire inspections and associated records to the County within 5 days of the completion of the inspection.
- j. Each Fire District shall provide the County Building Official with an annual summary report of fire inspection services.
- k. In the event a Fire District does not have sufficient resources to provide all of the fire inspections identified herein, the Fire District shall notify the County in writing and the Fire District will not be required to conduct inspections beyond its resources.

### **ARTICLE III - EFFECTIVENESS AND DURATION**

This Agreement shall become effective upon approval of the Parties and shall continue automatically until it is modified or terminated under the provisions of Article V or Article XIV.

### **ARTICLE IV - ADMINISTRATION**

This Agreement shall be administered for the County by the Planning Director or the Director's designee and for the Fire District by their respective Fire Chiefs or the Chief's designee(s).

### **ARTICLE V - MODIFICATIONS**

1. Modifications to this Agreement may be proposed by any of the five Parties, and shall become effective upon written approval by all Parties.
2. This Interlocal Agreement may be modified at any time by mutual consent as long as the modification is provided in writing and signed by all Parties.

### **ARTICLE VI - INTEGRATION CLAUSE**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. All Parties have read and understand this Interlocal Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce the other to execute the same.

### **ARTICLE VII - REAL AND PERSONAL PROPERTY**

No real property is exchanged by operation of this Agreement. Any real or personal property used by any of the Parties in connection with this Agreement will be acquired, held, and disposed of by that Party in its discretion, and the other Party will have no joint or other interest herein.

## **ARTICLE VIII - COMPLIANCE WITH LAW**

The Parties, in the performance of this Agreement, agree to comply with all applicable local, state, and federal laws and regulations applicable to the activities contemplated herein.

## **ARTICLE IX – NOTICES**

All required notices to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when postmarked after deposit in the U.S. mail.

Board of Island County Commissioners  
Clerk of the Board  
PO Box 5000  
Coupeville, WA 98239

Island County Fire District #1  
811 North Sunrise Road  
Camano Island, WA 98282

North Whidbey Fire and Rescue  
770 NE Midway Blvd.  
Oak Harbor, WA 98277

South Whidbey Fire/EMS  
5535 Cameron Road  
Freeland, WA 98249

Central Whidbey Island Fire and Rescue  
1164 Race Road  
Coupeville, WA 98239

## **ARTICLE X - HOLD HARMLESS AND INDEMNIFICATION**

1. Indemnification of the County. The Fire Districts shall indemnify and defend the County and their officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the Fire District's performance under this Agreement, provided, to the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the negligence of the County, their officers, agents, or employees, the Fire District's indemnification obligation hereunder shall be limited to the Fire District's proportionate share of liability as agreed to by the Parties to this Agreement or determined by a court of competent jurisdiction.

2. Indemnification of the Fire Districts. The County shall indemnify and defend the Fire Districts, their officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from County's performance under this Agreement, provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the negligence of the Fire Districts, their officers, agents, or employees, County's indemnification obligation hereunder shall be limited to County's proportionate share of liability as agreed to by the Parties to this Agreement or determined by a court of competent jurisdiction.
3. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.
4. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
5. The foregoing indemnity provisions are specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

#### **ARTICLE XI - INTERLOCAL COOPERATION ACT**

The Parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement.

#### **ARTICLE XII – FILING AND PUBLIC NOTICE**

Pursuant to RCW 39.34.040, prior to this Interlocal Agreement being in force a copy of the executed Agreement shall be listed by subject on the web site of the County.

#### **ARTICLE XIII - NEUTRAL AUTHORSHIP**

Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all Parties hereto. No presumption or other rules of construction, which would interpret the provisions of this Agreement in favor of or against the Party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

**ARTICLE XIV - DURATION AND TERMINATION**

This Agreement shall take effect upon full execution by the Parties and shall remain in effect until March 1 of each year hereafter unless terminated by written agreement of all Parties at any time, or upon any Party providing sixty days written notice of termination to the other Parties prior to March 1 of each year for the termination to be effective as of March 1. One or more Fire Districts terminating this agreement will not terminate the agreement among the other remaining Parties.

**ARTICLE XV - FINANCIAL RESPONSIBILITY**

Each party shall bear financial responsibility for its own respective share of work performed pursuant to this Agreement.

**ARTICLE XVI - AUTHORITY TO EXECUTE AGREEMENT**

The signatories below certify that they have the authority to enter into this Agreement and to bind the Parties to the terms and conditions of this Agreement.

**ARTICLE XVII - SEVERABILITY**

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date herein written.

**ISLAND COUNTY**

By: \_\_\_\_\_

Jill Johnson, Chair  
Board of County Commissioners  
Island County, Washington

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Elaine Marlow      Date  
Clerk of the Board

**ISLAND COUNTY FIRE DISTRICT #1**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
Island County Fire District #1

Date: \_\_\_\_\_

**NORTH WHIDBEY FIRE AND RESCUE**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
North Whidbey Fire and Rescue

Date: \_\_\_\_\_

**SOUTH WHIDBEY FIRE/EMS**

By: Mike Helland

\_\_\_\_\_, Chair  
Mike Helland, Chair  
South Whidbey Fire/EMS

Date: 8-13-13

**CENTRAL WHIDBEY ISLAND FIRE AND RESCUE**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
Central Whidbey Island Fire and Rescue

Date: \_\_\_\_\_