CENTRAL WHIDBEY ISLAND FIRE & RESCUE  
TOWN OF COUPEVILLE  
INTERGOVERNMENTAL AGREEMENT FOR FIRE PREVENTION SERVICES

THIS AGREEMENT is entered into between Central Whidbey Island Fire and Rescue, a fire protection district formed under Title 52 of the Revised Code of Washington (RCW), hereafter referred to as the “District” and the Town of Coupeville, a Municipal Corporation, hereafter referred to as the “Town”.

RECITALS

This Intergovernmental Agreement between the District and the Town is entered into within the provisions of the Interlocal Cooperation Act RCW 39.34, which allows public agencies to enter into agreements to set forth the conditions of providing services to one another.

The Town has adopted a Fire Code, a portion of which is the International Fire Code with Appendices thereto, published by the International Code Council (ICC). Said International Fire Code adopted by the Town, provides for inspections of public property and privately owned property used by the public to facilitate compliance with the requirements of the code. This includes inspection of both new and existing structures.

The Town desires the District to act as an approved agency as identified in the International Fire Code to discharge the duties of inspection on the Town’s behalf consistent with the provisions of RCW 19.27.110. Further the Town desires the District to provide input to the development process and plans review for new construction and building renovation to promote effective community fire protection.

Based on their mutual promises and benefits derived, the parties agree as follows:

Section 1

The Town shall pay the District for the service hereinafter described the amount of 80% of the fire inspection fee established by the Town for each occupancy inspected by the District, payable in four quarterly installments on an annual basis.

Section 2

The District agrees to perform inspections as the approved agency acting for the Town’s Fire Code Official in accordance with the terms and provisions of the International Fire Code as adopted by the Town. The District agrees to inspect occupancies, in occupancy classifications A (Assembly), E (Educational), B (Business), F (Factory), H (High-Hazard), I (Institutional), R (Residential, other than one and two-family dwellings), S (Storage), and U (Miscellaneous).

Inspections shall be performed annually or when advised by the Town of changes in ownership and/or business use. The District further agrees to make one reinspection when required. Additional reinspections or other actions required for code compliance may become the responsibility of the Town. The Town shall notify the District of the outcome of additional compliance inspections within 30 days.
The District agrees to check for permits or certificates required by the International Fire Code or Building Code during routine maintenance inspections and, when necessary, will notify the Town Building Department or such expired or missing permits or certificates. If for any reason the District cannot meet the above objective, the District will notify the Town Building Department and seek additional assistance from the Town.

The Town shall continue to assume the enforcement powers pursuant to the International fire Code as provided in said code and appropriate Ordinances, and will be responsible for the issuance of all required permits or certificates.

The District shall provide "courtesy" inspection upon the request of property owners for the purpose of recognizing potential fire and life/safety hazards in residences.

The District shall investigate complaints regarding potential fire and life/safety hazards found on private property and may recommend code violation compliance through the Town wherever applicable.

The District shall provide the Town with an annual written summary report of all fire inspection services.

Section 3
The Town agrees to provide the District with the opportunity to provide input on any development and construction or renovation projects requiring fire protection systems to include, but not limited to placement of fire hydrants, fire alarm systems, and fire suppression systems.

The District agrees to review plans and provide input to the Town's Building and Fire Code Official(s) based on fire protection requirements and provisions of the Town adopted International Fire Code within 10 working days of receipt of said plans.

Section 4
The mutual promises contained herein are not intended for the benefit of any third party or to create a duty or special relationship to any third party and are solely for the benefit of the parties to this Agreement to provide assistance to the Town in its inspection program.

Section 5
All records and documents with respect to this agreement shall be subject to mutual inspection and review by both parties during the performance of this Agreement and for seven (7) years after termination.

Section 6
Each party shall, at all times, be solely responsible and liable for the negligence, acts or omissions of its personnel, agents, officers or elected officials that occur or arise in any way out of the performance of this Agreement and each party shall hold the other party and its officer, agents, personnel and elected officials harmless from all litigation, costs, expenses, losses and damages, including the costs of defense, incurred as a result of any act or omission in the performance of this agreement.
Section 7
The Town agrees that in the event the District shall require police assistance at the scene of any action being taken by the District pursuant to this Agreement, the Town shall provide the necessary police support services if available.

Section 8
The District agrees to notify Town Utility Department in the event of a fire emergency to allow for accommodation of water needs for both the District while putting out a fire and the simultaneous needs of the Town’s citizens.

Section 9
This Agreement is the complete expression of terms agreed upon and any oral representation or understanding not incorporated herein is excluded. Further, any modification of this Agreement shall be in writing, signed by both parties and made a part of this Agreement.

Section 10
This Agreement shall take effect on January 26, 2016. This Agreement will renew automatically for additional periods of one year each, unless either party files a written request to terminate the agreement at least ten (10) days prior to the previously established termination date of this Agreement. This Agreement may be terminated without cause, by either party upon six months written notice to the other party, prior to any termination date established under this Agreement. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and be cause for immediate termination. Any termination of this Agreement shall not terminate those obligations of either party matured prior to such termination.

Section 11
The Town shall be responsible for the payment of all salaries, wages, other benefits and compensation to all Town employees performing services under this agreement or pursuant to the International Fire Code. Further, the Town shall be solely responsible for control of personnel, standards of performance, discipline and all other aspects of performance of all Town employees performing services related hereto.

Section 12
The District shall be responsible for the payment of all salaries, wages, other benefits and compensation to all District employees performing services under this agreement or pursuant to the International Fire Code. Further, the District shall be solely responsible for control of personnel, standards of performance, discipline and all other aspects of performance of all District employees performing services related hereto.
Section 13
The Town agrees that it shall notify the District prior to the adoption of any ordinance that affects or requires inspections to be made under the International Fire Code, changes the fees charged for inspections, or in any way affects the duties of the District under the terms of this Agreement.

Section 14
All records compiled by the District under the provision of this Agreement shall constitute records of the District, but shall be available for inspection by appropriate Town officials with copies thereof provided to the Town upon its request. A copy of every fire inspection performed will be forwarded to the Town for the Town’s permanent record. In the event that this agreement is terminated, all inspection records will revert to Town ownership.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 26th day of January 2016.

CENTRAL WHIDBEY ISLAND FIRE & RESCUE

Commissioner

Commissioner

Commissioner

TOWN OF COUPEVILLE

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney