



Interlocal Cooperative Agreement for Fire Marshal Services

This Agreement is between Town of La Conner ("Municipality") and Skagit County, a Washington State municipal corporation ("County"), pursuant to the authority granted by the Interlocal Cooperation Act, RCW Chapter 39.34 (hereinafter referred to as "Agreement").

1. General

1.1 Purpose. The Purpose of this Agreement is to govern the terms of the Fire Marshal Services (as defined below) the County may perform on behalf of the Municipality.

1.2 Representatives. The following persons are designated as representatives of the respective parties and are responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change must notify the other party in writing.

Municipality Representative:

Town of La Conner
PO Box 400
204 Douglas
La Conner, WA 98257

County Representative:

Director of Skagit County Planning and Development Services
Skagit County Commissioners Administration Building
1800 Continental Place
Mount Vernon WA 98273
pds@co.skagit.wa.us

1.3 Replacement of prior agreements. This Agreement supersedes and replaces any prior agreement (oral or written) between the parties regarding Fire Marshal Services.

1.4 Term. This Agreement begins upon mutual execution and continues until terminated by either party pursuant to Paragraph 9 Termination.

1.5 The County is not obligated to perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement. In any particular instance (or in all instances), the County may choose not to perform any services or not perform certain services in the event the County determines (at the County's sole option, discretion, and judgment) that it would be unsafe, impracticable, or otherwise not feasible for the County to perform such services for any reason. The parties recognize and agree that the County's own Fire Marshal Services shall take priority over any services performed on behalf of the Municipality, and that any services performed by the County pursuant to this Agreement shall be otherwise dependent upon the availability of County staff and resources. The Municipality recognizes and agrees that in the event that the County cannot provide services for the Municipality, the Municipality will be responsible for finding other alternative Fire Marshal Services at the Municipality's sole cost, expense, and liability without recourse to the County.

2. Definitions

- 2.1 "Fire Marshal" means the County's appointed fire marshal, deputy fire marshal, fire code official, or designee.
- 2.2 "Fire Marshal Services" means either fire investigation services or fire code review.
- (a) "Fire investigation services" means Fire Marshal investigation of illegal burn complaints and investigation of fire origin and cause.
- (b) "Fire code review" means Fire Marshal review of projects and plans for compliance with the current adopted edition of the International Fire Code and any adopted amendments.
- (c) "Fire code inspection" means Fire Marshal inspection of a facility for compliance with the International Fire Code and the jurisdiction's adopted amendments.

3. Provision of Services

- 3.1 Fee for service.
- (a) The County will provide the following services to Municipality:
- (1) Fire investigation services, when dispatched by Skagit 911.
- (2) Fire code review, as requested by the Municipality for each project.
- (3) Fire code inspection, as requested by the Municipality for each facility.
- (b) The Municipality will compensate the County pursuant to the fee schedule in Paragraph 4 (Fees and Payment).

4. Fees and Payment

- 4.1 Fee schedule. Municipality will reimburse the County for Fire Marshal Services provided under this Agreement pursuant to the following fee schedule:

Illegal burn complaint investigation	\$240 per incident
Fire code review	\$120 per hour
Fire origin and cause investigation	\$120 per hour
Fire code inspection	\$120 per hour

- 4.2 In addition, the Municipality shall fully reimburse the County for its expenses, including but not limited to supplies, materials, third party laboratory fees, and applicable taxes. The County will issue monthly invoices to the Municipality, which will include documentation of the services performed, expenses, and the total payment requested. Payment is due to the County within 30 days of the date of the invoice.

5. Consent to Jurisdiction

Pursuant to this Agreement, the County has jurisdiction within the Municipality to perform the requested Fire Marshal Services under this Agreement.

6. Disclaimer of Liability

Nothing contained in this Agreement is intended to be nor shall be construed to create or form the basis for any liability on the part of any party, its officers, employees or agents, for any injury or damage resulting from the failure of any party to comply with the provisions of this Agreement, or by reason or in consequence of the implementation or enforcement pursuant to this Agreement, or by reason of any action or inaction on the part of any party. This Agreement does not create any right, claim, or cause of action for any non-party to the Agreement.

7. Treatment of Assets and Property

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

8. Indemnification

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other parties harmless from any such liability. It is further provided that no liability shall attach to any party by reason of entering into this contract except as expressly provided herein. The indemnity obligation in this paragraph shall not be limited by any workers' compensation, benefit, or disability laws, and each party hereby waives any immunity it may have under the Industrial Insurance Act, Title 51 RCW, and similar workers' compensation, benefit, or disability laws. The indemnity provision and waiver contained in this paragraph have been expressly and mutually negotiated by the parties and shall survive termination of this Agreement.

9. Termination

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to Paragraph 8 shall survive such termination.

10. Changes, Modifications, Amendments, and Waivers:

The Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. Severability

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

12. Entire Agreement

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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 hereto.

13. No Partnership or Joint Venture

No partnership and/or joint venture exist between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement.

14. Use of Documents and Materials Produced

The County shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or Party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. Unless privileged or otherwise exempt from public disclosure, the parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

15. No Third-Party Beneficiaries

This Agreement is not intended to nor does it create any third-party beneficiary or other rights in any third person or party, including but not limited to, the general public, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.

16. Venue and Choice of Law

In the event that any litigation should arise concerning this Agreement, the venue of such action shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

The undersigned warrants that the signatory is authorized to sign this agreement on behalf of the Municipality.

SIGNED this 14 day of February, 2018.

Signature: _____

Printed Name: _____

Title: _____

Municipality: _____

Ramon Hayes

Ramon Hayes

Mayor

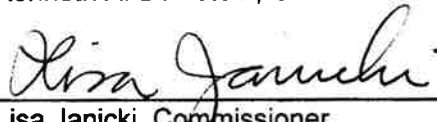
Town of La Conner

DATED this 24 day of March, 2018.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

ABSENT

Kenneth A. Dahlstedt, Chair


Lisa Janicki, Commissioner



Ron Wesen, Commissioner

Attest:


Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:



Department Head

County Administrator

Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

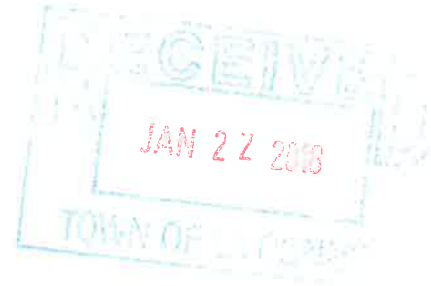


Planning & Development Services

1800 Continental Place ▪ Mount Vernon, Washington 98273
office 360-416-1320 ▪ pds@co.skagit.wa.us ▪ www.skagitcounty.net/planning

January 19, 2018

Mayor Ramon Hayes
Town of La Conner
PO Box 400
204 Douglas
La Conner, WA 98257



Dear Mayor Hayes,

Skagit County has been pleased to provide fire investigation services, fire code review, and fire code inspections (collectively, "Fire Marshal services") to Skagit County towns for many years at their request. As we have recently made changes in our Fire Marshal's office, we have become aware that we have been providing these services without compensation and without formal authorization via interlocal agreement.

To correct that problem, we have drafted the attached form agreement, which we request that your town execute and return to us. Although we are required to charge a fee for these services, we would like to mitigate the impact on your budgets by delaying the effective date of the agreement until August 1, 2018.

Please email or call me with any questions you may have.

Sincerely,

Jack Moore
Building Official/Fire Code Official
Skagit County
jrmoore@co.skagit.wa.us