

**CITY OF MONROE
RESOLUTION NO. 014/2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT FOR FIRE PREVENTION AND INVESTIGATION SERVICES WITH THE SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7

WHEREAS, the City of Monroe ("City") and Snohomish County Fire Protection District No. 3 ("District No. 3") have had a long and successful relationship, by working jointly in providing emergency services to their respective jurisdictions and communities, and sharing jointly owned fire station facilities; and

WHEREAS, the City and District No. 3 entered into an interlocal agreement regarding the annexation and the provision of fire prevention and investigation services on November 29, 2005; and

WHEREAS, the City was annexed into District No. 3 in 2006; and

WHEREAS, District No. 3 is merging with Snohomish County Fire Protection District No. 7 ("District No. 7") effective October 1, 2016; and

WHEREAS, the existing interlocal agreement between the City of Monroe and Snohomish County Fire Protection District No. 3 does not provide for the transfer of the agreement and will terminate upon the merger of the districts; and

WHEREAS, the City wishes to enter an interlocal agreement with District No. 7 to ensure the continuance of fire prevention, fire investigation, and code enforcement services in the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings. The above recitals, together with the content of Agenda Bill No. 16-119, are hereby adopted by the City Council as findings in support of this resolution.

Section 2. Approval of Interlocal Agreement. In accordance with Chapter 39.34 RCW, the City Council approves the Interlocal Agreement for Fire Prevention and Investigation Services with District No. 7, in substantially the same form as set forth in Exhibit 1 to this Resolution. The Mayor's signatory authority set forth herein shall include the authority to negotiate revisions, as determined by the Mayor to be appropriate and reasonable, to the aforementioned documents.

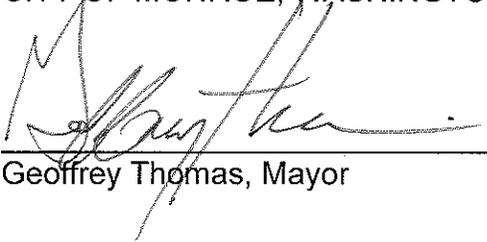
Section 3. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this 20th day of September 2016.

Approved: September 20, 2016
Effective: September 20, 2016

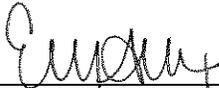
CITY OF MONROE, WASHINGTON

(SEAL)



Geoffrey Thomas, Mayor

ATTEST:



Elizabeth M. Smoot, MMC, City Clerk

EXHIBIT 1

INTERLOCAL AGREEMENT FOR FIRE PREVENTION AND INVESTIGATION SERVICES BETWEEN CITY OF MONROE AND SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7

RECITALS

WHEREAS, the City of Monroe and Snohomish County Fire Protection District No. 3 have had a long and successful relationship, by working jointly in providing emergency services to their respective jurisdictions and communities, and sharing jointly owned fire station facilities; and

WHEREAS, the City of Monroe and Snohomish County Fire Protection District No. 3 entered into an interlocal agreement regarding the annexation and the provision of fire prevention services on November 29, 2005; and

WHEREAS, the City of Monroe was annexed into Snohomish County Fire Protection District No. 3 in 2006; and

WHEREAS, the Snohomish County Fire Protection District No. 3 is merging with Snohomish County Fire Protection District No. 7, effective October 1, 2016; and

WHEREAS, the existing interlocal agreement between the City of Monroe and Snohomish County Fire Protection District No. 3 does not provide for the transfer of the agreement and will terminate upon the merger of the districts; and

WHEREAS, the City of Monroe wishes to enter a new interlocal agreement with Snohomish County Fire Protection District No. 7 to ensure continued provision of fire prevention and investigation services; and

WHEREAS, the City of Monroe has regulatory authority that is not vested in Fire Protection Districts to enforce the provisions of the International Fire Code as adopted by the State of Washington and amended by the City of Monroe; and

WHEREAS, the City of Monroe finds substantial value in having fire prevention, inspection, and code service provided by Snohomish County Fire Protection District No. 7;

WHEREAS, in consideration of this interlocal agreement in addition to other consideration, the City of Monroe wishes to transfer its jointly and solely owned real and personal property relating to fire services to Snohomish County Fire District No. 7 to allow Snohomish Fire County Fire Protection District No. 7 to most efficiently and effectively serve the citizens of the City of Monroe, in a separate agreement entitled Property Transfer Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

The City of Monroe ("City") and the Snohomish County Fire District No. 7 ("Fire District") (collectively, the "Parties") mutually agree that fire prevention and investigation services are an integral service of the City and are currently best provided to the City by the Fire District.

1. Services.

- a. **Plan Review:** The Fire District shall provide life and fire safety plan review for new development and construction and tenant improvement projects located within the City's regulatory jurisdiction consistent with applicable statutes, regulations and codes. The Fire District shall coordinate plan review services with the City by attending pre-application meetings, conducting plan reviews within established timelines, responding to applicant inquiries, and attending other meetings as necessary to provide Fire Prevention services to the City in a professional, competent, and reasonably prompt manner.
- b. **Fire Marshal:** The Fire District shall provide an employee to serve as the City's Fire Marshal and Deputy Code Official – Fire reporting to the City's Building Official. The Fire Marshal shall represent the City and Fire District with respect to Fire Prevention issues. The Fire Marshal shall recommend code amendments and fire department fee amendments to Council, attend Council meetings when requested or when representing Fire Department or Fire Prevention issues, and when requested to do so, attend meetings with other department members or department heads. The Fire Marshal shall recommend to the Building Official submittal requirements, submittal forms and official interpretations of the fire code.
- c. **Fire Inspections:** The Fire District shall conduct a program of fire inspection of occupancies consistent with the International Fire Code as adopted by the City of Monroe.
- d. **Fire Investigation:** The Fire District shall investigate the origin and cause of City fires and explosions in a manner consistent with NFPA 921. Investigations of a criminal nature shall be conducted jointly with the City of Monroe Police Department. The Fire District shall provide all Fire District services deemed necessary by the Police Department to conduct criminal investigations and prosecutions, including site inspections, lab analysis, written opinions and reports and expert testimony.
- e. **Public Education:** The Fire District shall provide a program of public education activities within the City generally at the same level and in the same manner as provided within the rest of the Fire District. The program shall include, but is not limited to annual fire safety education classes within public and private schools, senior life and safety education programs, participation at community events, and fire safety or first aid training to City employees.
- f. **Code Enforcement:** The Fire District shall provide a Deputy Code Official – Fire to the extent necessary to advise and assist in the enforcement the

International Fire Code and fire prevention measures enacted into the Monroe Municipal Code or otherwise.

Fire prevention services provided by the Fire District to the City shall be administered in the interest of the City. The District shall perform all responsibilities required by applicable law in its role as the City Deputy Code Official - Fire and Fire Marshal, including but not limited to any responsibilities specified for these officials in the International Fire Code and Monroe Municipal Code (as now or hereafter amended).

Nothing in this Agreement shall be construed as requiring the City to use the Fire District exclusively for its Deputy Code Official - Fire and Fire Marshal.

All actions of the Deputy Code Official – Fire and/or Fire Marshal shall be subject to the approval of the City.

2. Compensation for Fire Services.

The fire prevention and investigation services described in Section 1 shall be provided to the City without compensation to the Fire District except as specifically indicated under this Agreement, including without limitation as follows:

- a. The City shall collect plan review, inspection, and other fees, as specified in the duly passed City of Monroe fees resolution, as now or hereafter amended, and remit these collected fees to the District on a quarterly basis. The amount of such fees remitted to the District shall directly correlate to the services actually provided by the District.
- b. The City may retain a portion of the fees as specified in the fees resolution, as now or hereafter amended, as an administrative charge to recover internal expenses of processing. Provided, however, that this portion shall never exceed ten percent (10%) or \$25.00 per permit, whichever is greater.
- c. For services that are not reimbursed by a fee or otherwise, the Fire District's obligation to provide services at no charge shall not exceed 740 hours plus a compounding yearly increase based on the City's population growth rate in the prior year. For purposes of this paragraph, the "population growth rate" shall be deemed to be the rate set forth in the Washington State Office of Financial Management's Estimate of Population Report which is published annually in the month of April. Arson investigation and assistance in arsonist apprehension and prosecution shall not be included in the hourly limitations placed by this subparagraph on uncompensated services.

3. Property Acquisition. No joint acquisition of real or personal property is contemplated by this Agreement.

4. Indemnity and Liabilities.

The Fire District agrees to hold harmless, indemnify and defend the City, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorney's fees, (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the Fire District and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the Fire District, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The Fire District's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees. In the event of concurrent fault, the Fire District's defense and indemnity obligations shall only apply to the extent of the Fire District's proportionate fault.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Fire District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

This indemnification shall survive the termination of this Agreement.

5. Insurance. During the term of this Agreement, the Fire District shall provide the City with a certificate of insurance showing insurance or risk pool coverage for all operations, facilities, equipment and personnel of the District.

6. Notices.

Notices sent to the City shall be sent to the following address:

Building Official
City of Monroe
806 W. Main Street
Monroe, WA

Notices sent to the Fire District shall be sent to the following address:

Fire Chief
Snohomish County Fire Protection District No. 7
163 Village Court
Monroe WA 98272

7. Fire District Employees. The Parties specifically agree that the Fire District's employees providing fire protection, prevention, investigation, and enforcement under this Agreement are solely employees of the Fire District. Without limitation of the foregoing, the Fire District is exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the employees and the City shall have no

responsibility thereof whatsoever. The Fire District is also exclusively responsible for the transportation of its employees while providing services under this Agreement.

8. Risk of Loss. Damage to or loss of any tools, equipment, or other personal property used to provide service under this Agreement is solely the Fire District's responsibility.

9. Administration; No Separate Entity Created. The City Mayor and Fire District Fire Chief shall serve as joint administrators of this Agreement. No separate legal entity is formed hereby.

10. Modification.

- a. This Agreement represents the entire agreement between the Parties.
- b. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the parties.
- c. The Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the Parties.

11. Costs. Each party agrees to bear and pay its own expenses in connection with the negotiation and implementation of this Agreement, including, but not limited to, its attorney fees and consultant fees.

12. Integrated Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and may be modified only by a written instrument signed by all Parties hereto.

13. Severability. In the event that any section, sentence, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

14. Litigation.

- a. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Snohomish County.
- b. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney fees, in addition to any other award.

15. Third-party Rights. Anything to the contrary notwithstanding, nothing contained in this Agreement shall be interpreted to create third-party rights in any person or entity not a party thereto.

16. Effective Date. This Agreement shall become effective October 1, 2016, provided this Agreement has been filed with the Snohomish County Auditor or listed by name on the City of Monroe's internet website.

17. Term of Agreement. The term of this Agreement shall be five years from the effective date. The City may terminate this agreement at any time with 30 days advance written notice. The Fire District may terminate this agreement at any time with 180 days advance written notice.

(Insert Signatures)