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Number 029  
Date 9/12/97  
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Ref: C-97-17

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MAPLE VALEY  
AND MAPLE VALLEY FIRE AND LIFE SAFETY (KING COUNTY FIRE  
DISTRICT #43) RELATING TO DEVELOPMENT REVIEW PROCESSES  
AND THE ENFORCEMENT OF THE UNIFORM BUILDING CODE**

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of September, 1997 by and between Maple Valley Fire and Life Safety, a political subdivision of the State of Washington (hereinafter referred to as "District") and the City of Maple Valley, a non-charter optional municipal code city, incorporated under the laws of the State of Washington (hereinafter referred to as "City") pursuant to RCW 39.24, the Interlocal Cooperation Act.

WHEREAS, the City will incorporate effective August 31, 1997 at 12:01 a.m.; and

WHEREAS, the City has adopted land use regulations and a series of safety codes having to do with the construction of buildings, maintenance, and use of structures and their occupancies, including the Uniform Building Code ("UBC"), the Uniform Fire Code ("UFC"), the 1996 National Electrical Code, and the 1995 Washington State Energy Code; and

WHEREAS, the District has trained personnel who regularly conduct fire code safety inspections and are able to provide plan review for the City; and

WHEREAS, the City hereby appoints the Fire Chief of the District as Fire Chief for the purposes defined in the Uniform Fire Code; and

WHEREAS, the City and the District wish to fully cooperate and refrain from duplicating needed services;

NOW, THEREFORE, in consideration of the terms and provisions contained herein, it is agreed by and between the City and the District as follows:

Section 1. The District shall administer the Uniform Fire Code for the City by conducting inspections, investigations, performing plan review, and maintaining a Fire Prevention Division. Inspections of existing occupancies shall be conducted as follows:

- a. Inspections are to be performed pursuant to Section 103.3.1.1. and Section 105.4 of the UFC.
- b. Inspections in accordance with Section 105.4 shall be conducted at least annually. In all cases the inspections are to be conducted in a regularly scheduled manner.
- c. The District shall serve written notice of violations of the UFC to gain compliance and follow up with a reinspection in a timely manner.
- d. If compliance is not achieved after the first reinspection, a second written notice shall be given, unless there is an immediate hazard to public safety.
- e. After a second reinspection for violation and if a non-compliance still exists, then the City Building Official may take any enforcement actions. The City shall be responsible for any costs of code enforcement actions. The City Building Official shall issue all stop work orders.
- f. At the time of the first inspection, District personnel shall determine if a valid permit is held by occupancies requiring a permit, pursuant to UFC Section 105. If a valid permit is not held, an application shall be given to the occupant along with instructions that the application must be filed with the City Building Official. The District shall notify the City of its action promptly.
- g. When the City receives an application for a permit pursuant to UFC 103.3.1.1 and/or UFC 105.4, the City shall forward the application to the District for review and approval. Upon approval of the application, the District shall return it to the City. The District shall charge the City an agreed-upon hourly fee for actual time dedicated by District personnel for the review and approval for applications to the City for a permit. The agreed-upon hourly fee shall be established annually and shall be given Clerks Receiving Number 29. The District shall bill the City monthly. The City shall remit the amount due within 30 days of receipt of the District's bill.
- h. Routine fire prevention inspections shall continue to be conducted by the District at no charge to the City; provided that when a hazardous materials, assembly, or other permit is required a review by the Fire Marshall shall be required.

Section 2. The City and the District agree that District personnel who are involved in the investigation of the cause and origin of fires, and called to testify in any legal proceeding in connection with any incident, shall do so at the expense and under the policies and procedures of the District. Any suspected illegal burn that, in the opinion of the District officer in charge of the incident, may lead to a citation and civil or criminal penalties under the Washington Clean Air Act and related statutes, shall be referred to and managed under the policies and procedures of the Puget Sound Air Pollution Control Agency. Any other fire that, in the opinion of the District officer in charge of the incident, may lead to criminal prosecution for arson, shall be referred to and managed under the policies and procedures of the

King County Fire Investigation Unit; or such other arson investigation agency designated by the City.

Section 3. A copy of plans submitted to the City for building construction and/or alteration shall be submitted to the District for review. Generally, the District shall be responsible for determining:

- a. Fire hydrant locations
- b. Locations of District connections for standpipes and sprinkler systems
- c. Key box locations and approvals
- d. Determining fire flow availability in all areas where the water and/or sewer districts do not have sufficient information
- e. Road access to property and buildings for fire fighting purposes, including designated fire lanes

Section 4. The District shall assist the City and jointly review plans for Automatic Fire Suppression Systems and Fire Alarm and/or Detection Systems.

Section 5. The District shall assist the City from time to time, as necessary, to perform field inspections during various stages of construction on new and renovated buildings, other than single-family residences or private garages.

Section 6. The District shall be responsible for witnessing tests of Automatic Fire Suppression Systems and Fire Alarm and/or Detection Systems. Such tests are to be performed by the installer.

Section 7. The City and the District shall conduct final inspections of new buildings other than single-family dwellings or private garages.

Section 8. The District and the City shall work cooperatively on the development of City road and such related design standards so that mutual needs and objectives are satisfied adequately.

Section 9. The City shall provide work space within City Hall for the Fire Marshall. Such space may be shared with other permit-related employees.

Section 10. The City shall provide a set of land use and development codes and planning documents to the District and shall make a similar set available at City Hall. The City shall provide orientation to the Fire Marshall of any revisions or modifications to such City codes and plans.

Section 11. The District shall review applications and perform field inspections of public fireworks displays to ensure compliance with applicable State and city laws. For such assistance, the City agrees to pay the District 75% of the fees authorized by the City Fireworks Ordinance for fireworks permits. The City shall hold any

bonds required by the fireworks ordinance and shall retain 25% of the fees collected. Such payments shall be made quarterly.

Section 12. This Interlocal Agreement shall be administered by the District's Chief or his/her designee and by the City Manager or his/her designee. Any modifications to this Interlocal Agreement shall be reviewed and approved by the Board of Fire Commissioners and the City Council.

Section 13. The City is contracting with the District to obtain the expertise that the District acknowledges and warrants its personnel possess. The employees of the District performing services under this Interlocal Agreement shall, under no circumstances, be construed as being employees of the City. Each party, with respect to the services provided pursuant to this Interlocal Agreement, hereby agrees to indemnify, defend, and hold the other party harmless from any and all claims for personal injury, property damage, costs, and reasonable attorney's fees, or other claim of any nature whatsoever arising out of the acts, omissions, or performance of their own personnel in carrying out services contracted to be provided under this Interlocal Agreement. Said indemnification shall include indemnification by the District or the City for any claims for injuries made by the District's agents or employees as against the City, notwithstanding any immunities that might otherwise have been available to the District by virtue of the Workman's Compensation Act, Title 51 RCW.

Section 14. If any provision of this Interlocal Agreement shall be held invalid, the remainder of this Interlocal Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

Section 15. This Interlocal Agreement shall renew automatically on December 31 of each year for a one year period. Either party may terminate this agreement with at least 90 days notice prior to December 31 of any year.

IN WITNESS THEREOF, the parties have executed this Interlocal Agreement.

DISTRICT:

CITY:

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Dwight B. Van Zanen, Chief  
Maple Valley Fire and Life Safety

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John F. Starbard, Interim City Manager  
City of Maple Valley

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Date 9/12/97

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Date September 12, 1997

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Approved as to Form:

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Approved as to Form:  
Lisa Marshall  
City Attorney