

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES BETWEEN NORTH COUNTY RFA
AND THE CITY OF ARLINGTON

**FIRST AMENDED INTERLOCAL AGREEMENT
BETWEEN
NORTH COUNTY REGIONAL FIRE AUTHORITY AND THE
CITY OF ARLINGTON
FOR FIRE MARSHAL/INVESTIGATION SERVICES**

THIS FIRST AMENDED INTERLOCAL AGREEMENT (the “Agreement”) is entered into by and between **NORTH COUNTY REGIONAL FIRE AUTHORITY**, a Washington municipal corporation (the “Authority”) and the **CITY OF ARLINGTON**, a Washington city (the “City”) on this 14th day of June, 2023.

WHEREAS, the City annexed into the Authority effective August 1, 2021; and

WHEREAS, the Authority and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements to provide high quality services to the public in an efficient manner; and

WHEREAS, the Authority and the City (collectively the “parties”) have previously entered into an Interlocal Agreement for Fire Marshal/Investigation Services dated as of August 1, 2021 (“2021 ILA”); and

WHEREAS, the parties desire to amend the 2021 ILA to adjust and clarify the responsibilities of the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to ensure high quality and uninterrupted fire marshal services to the residents of the City during the term of this Agreement.
2. **Term.** This Agreement shall commence the date that this First Amended Agreement is filed with the County Auditor or posted on either party’s website, whichever is later (the “Effective Date”) and will continue until terminated as provided herein. Either party may terminate this Agreement for any reason upon not less than twenty-four (24) month’s advance written notice; provided, however, that neither party shall issue notice of termination prior to January 1, 2028.

2.1 Termination by Authority for Cause. The Authority may also terminate this Agreement upon thirty (30) days’ notice if the City fails to pay an undisputed Contract Payment installment within ninety (90) days of its due date and fails to cure the failure to pay prior to the termination date stated in the notice.

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2.2 Termination by the City for Cause. If the Authority is in material breach of any term or condition herein, the City may provide the Authority with a written notice describing the default in detail. The Authority shall cure such breach within ninety (90) days after receipt of such notice and shall confer with the City on the steps being taken; provided, however, that the time for cure shall be extended if the default cannot be cured within ninety (90) days and the Authority is making a good faith effort to cure such default in a timely manner. If the Authority fails to timely cure the default as provided in this section, the City may issue written notice of termination which shall take effect not less than thirty (30) days following such notice.

3. **Services.** During the term of this Agreement, the Authority agrees to provide those fire marshal services identified in Exhibit A hereto (the "Services") within the boundaries of the City, as those boundaries may be adjusted in the future. This is not an exclusive agreement and the City reserves the right to contract with a third party vendor to provide plan review and inspection fire marshal services described in section 10, below.
4. **Level of Service.** Services shall be provided as described in this Agreement, including Exhibit A. The City shall provide the Authority with at least six (6) months' written notice of a desired change to the scope of services.

4.1 The Services shall be administered in the interest of the City and shall be performed in a professional and competent manner pursuant to and within the timelines required of the City's Municipal Code (the "Code"), City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of the Services. It is recognized by both parties that there are exceptions that will impact turnaround times that shall be taken into consideration in determining compliance with this section of the Agreement.

4.2 In the event of a change to the defined Level of Service, the Contract Payment shall be adjusted in accordance with Exhibit B. Any modification to the Level of Service shall be stated in a written amendment to this Agreement specifying the modifications to the Level of Service and the changes to the Contract Payment. In the event substantial volume increases affect the ability of the Authority to meet the defined Level of Service, the parties agree to collaborate in the public interest to address adjustments in the Contract Payment necessary to satisfy the Level of Service or to make changes to the Level of Service on mutually agreeable terms; provided, that no adjustment to the Contract

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Payment or change to the Level of Service shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below.

4.3 The City Administrator and Authority Fire Chief shall meet on a regular basis at the request of either party, to discuss the Level of Service, the Contract Payment and any other issues arising out of the performance of this Agreement.

5. Personnel, Equipment and Office Space

5.1 The Authority shall be solely responsible for establishing and supplying all staffing (the "Assigned Authority Personnel") and all equipment necessary to provide the Services, except for any equipment which the City is expressly required herein to provide.

5.2 The City shall provide the Assigned Authority Personnel with access to permit files and other City records reasonably necessary for the Authority to provide the Services.

6. City Fees, Billing and Collection. The City may continue to impose and charge fees related to fire prevention services. The City shall collect and shall be entitled to retain all such fees that are collected. Billing and collection services associated with the City's fees shall be solely performed by City staff.

7. Contract Payment. Commencing on the effective date of this First Amendment, the City shall, in consideration of the Services, pay the Authority on a per hour basis (the "Contract Payment") in accordance with Exhibit B. Exhibit B is designed to set forth an estimated level of compensation that fully compensates the Authority for the actual cost of providing the Services as defined in Exhibit A. Authority shall invoice the City in a manner which separates out the billings for Plan Review and Inspection services provided under Section 10, below; Fire Code Enforcement provided under Section 11 below, and fire investigation services provided under Section 12, below.

7.1 Contract Payment Adjustment. Each year, no later than July 1st ("Adjustment Deadline"), the Authority shall submit to the City a statement showing the Contract Payment for the ensuing year, taking into account increases in labor costs for those personnel providing the Services.

7.1.1 Adjustment Date Not Met. If a new collective bargaining agreement (CBA) between the Authority and IAFF Local or employment contract which represents the Authority's employees has not been finalized by the Adjustment Deadline of the final year

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of the then-effective CBA, the Personnel costs and the Overhead costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA or contract is effective between the Authority and the local chapter of the IAFF or Authority. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2022 and a new CBA is executed on December 1, 2024 but made retroactive to January 1, 2023, the Adjustment Year would be 2023.

7.1.2 Compensation Adjustments. If the parties determine that the calculation in Exhibit B results in an overcompensation or under compensation, the City and the Authority shall cooperate to make adjustments to Exhibit B, as necessary, to achieve the goal of compensating the Authority for the actual cost of providing the Services; provided, that no adjustment to Exhibit B shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below. The City Administrator and Authority Fire Chief shall meet and confer on a regular basis to review performance and level of service of this agreement.

- i. Should a change in the Level of Service listed in Exhibit B be requested by either party, a reopener shall be allowed annually to discuss the changes necessary and cost of decrease or increase in services rendered.
- ii. This ILA shall be reevaluated not less than once every eight (8) years to discuss cost analysis and service levels.

7.1.3 Creating Unfunded Mandates. The City shall not create any unfunded mandates for increased service or reporting by the Authority without fully compensating the Authority for actual costs incurred.

8. **Payment.** From and after the effective date of this First Amendment, the Authority shall invoice the City for services provided each calendar quarter, and the invoice shall be issued to the City (to the attention of the City Administrator) no later than thirty (30) days after the end of the calendar quarter (January-March; April-June; July-September; October-December), except that the invoice for the 4th calendar quarter (October – December) shall be issued no later than January 10 of the following calendar year, i.e., 10 days after the end of the calendar quarter. Invoices shall be sent to the address provided in Section 20 herein. The City shall pay any undisputed amounts no later than thirty (30) days after receipt of the invoice.

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8.1 **Information to be included in invoices.** The Authority shall include the following information in its invoices to the City:

- i. Date of service
- ii. Permit number if applicable
- iii. Address
- iv. Project name/occupancy
- v. System Type (if applicable)
- vi. Inspection Type
- vii. Inspection result
- viii. Service type (e.g., Plan Review, new construction; Fire investigation; Fire Marshal Inspection; Duty Crew Inspection) and Billing rate for each Service Type
- ix. Total Hours per service items delineating service type
- x. Total dollars per service item activity by service type
- xi. Total amount due by service type over the calendar quarter, and number of service items performed per service type.

8.2 **Disputes.** If the City disputes any portion of an invoice, the City shall provide a written response to the Authority within thirty (30) days of receipt of the invoice, describing the basis for the dispute and the desired resolution (a "Dispute Notice"). Failure to timely provide a Dispute Notice shall be deemed acceptance of the invoiced amount. If the City timely provides a Dispute Notice, the Fire Chief and City Administrator shall meet within a reasonable time no later than thirty (30) days after receipt in an effort to resolve the dispute. If the dispute is not resolved, the matter shall be subject to the dispute resolution provisions herein.

8.3 **Interest on Delinquent Amounts.** Invoices which have not been timely paid within thirty (30) days shall be deemed delinquent, and interest shall accrue at the rate of twelve percent (12%) per annum from the date of delinquency; provided, however, that said interest shall be adjusted if the dispute resolution process or litigation results in upholding the City's dispute in whole or part.

8.4 **Payment for Services provided by the Authority in 2021 and 2022.** The City shall, within thirty (30) days of the effective date of this Agreement, pay the Authority Twenty- Seven Thousand and Five Hundred Dollars (\$27,500). This payment is agreed by the parties to satisfy

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any and all remaining payment obligations by the City to the Authority for services provided to the City in 2021 and 2022.

9. **Fire Code Official.** For purposes of Section 103.2 of the International Fire Code (IFC), the Authority Fire Chief shall be designated the Fire Code Official for the City during the term of this Agreement. In consultation with the City, the Fire Chief shall designate an individual to serve as the City's Fire Marshal and ensure assignment of fire prevention personnel to support the needs of the City as defined in Exhibit A. The Fire Marshal and prevention personnel will perform the functions specified in this Agreement, International Fire Code, City ordinances, and other adopted fire service standards. The City shall retain the full and ultimate authority for code adoption, interpretation and enforcement. The Fire Marshal and fire prevention personnel shall be certified commensurate with duties assigned.

9.1 Fire Code refers to all applicable fire codes and prevention standards ("Codes") of Section 103.2 of the International Fire Code (IFC) and local municipal code as that section may be amended or re-codified by the City.

9.2 The Fire Code Official may, from time to time, make recommendations to the City regarding suggested revisions or amendments to the City's Fire Code. Such recommendations shall be made according to the process prescribed by the City.

10. **Plan Review and Inspection Services.** The Authority will provide plan review services, witness associated fire protection system accepting testing, and conduct occupancy inspections per this section and Exhibit A. The following terms and conditions shall apply with regards to such services:

10.1 All services provided pursuant to Exhibit A shall be performed in a professional and competent manner pursuant to and within the timelines required of the Codes, City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of that work. Fire prevention personnel shall obtain and maintain certifications needed to perform the duties of these services.

10.2 The personnel assigned to the Fire Marshal's Office shall maintain their operational training and provide operational support as part of their daily activities as directed by the Authority.

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10.3 The City has a general goal of completing one (1) inspection per existing business occupancy every two (2) years, focusing on Moderate-Risk and High-Risk Occupancies. The parties acknowledge and agree that the City may or may not fund business inspections at a level sufficient to meet this target, in the City's sole discretion.

10.3.1 Moderate Risk Occupancies are defined as those with a history of moderate frequency of fires or a moderate potential for loss of life or economic loss. Examples include ambulatory health care and industrial occupancies that do not maintain, store, use or handle hazardous materials in excess of exempt amounts.

10.3.2 High-Risk Occupancies are defined as those with a history of high frequency of fires, high potential for loss of life or economic loss, or that have a low or moderate history of fires or loss of life but the occupants have a high dependency on the built-in fire protection features or staff to assist in the evacuation during a fire or other emergency. Examples include multiple family dwellings, high-rise buildings, hotels, dormitories, lodging and rooming, assembly, childcare, detention, education, health care and industrial occupancies.

10.4 In 2023, the City agrees to pay a maximum of Thirty Thousand Dollars (\$30,000) to the Authority for business occupancy inspections, as and when invoiced by the Authority, unless this amount is increased by agreement of the Parties per Section 10.4.3.

10.4.1 The parties shall confer no later than July 1 of each year regarding the estimated amount to be paid by the City for fire inspections for the following year, the estimated number of inspections that amount will fund, and staffing capacity of the Authority to perform such inspections.

10.4.2 No later than September 15 each year, the City shall provide notice in writing to the Authority of the maximum dollar amount the City will pay for existing business occupancy inspections by the Authority in the following calendar year (business occupancy inspections of existing businesses/buildings are distinct from new occupancy inspections completed for new construction/changes of use as part of the building permit process and funded out of permit fees collected by the City). Within this maximum dollar amount, the Authority shall plan to utilize not less than thirty (30) hours of Fire Marshal Time each year for inspection work arising from (1) inspections of low risk occupancies per Section 10.4.4, (2) inspection requests triggered by notifications from third party monitors of fire systems, and (3) inspections requested by the City following a notification of a code violation observed by Authority personnel (as further described in Exhibit A).

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10.4.3 The Authority will provide written notice to the City when it expects to reach the maximum dollar amount authorized by the City per Section 10.4.2. The City will provide a written response within thirty (30) days as to whether the City will fund additional business inspections over and above the maximum dollar amount previously agreed for the calendar year; the Authority will confirm to the City in writing within twenty-one (21) days whether it can and will undertake additional building inspections using the additional funds offered by the City. The Authority will not bill the City for any business inspections costs above the agreed upon amount. A change in the amount of business inspections to be funded by the City shall not be considered a change in the scope of services requiring six (6) months' notice per Section 4.

10.4.4 No later than January 1, 2024, the City will establish and maintain at its cost a self-certification program for low-risk business occupancies, seeking annual written or electronically submitted information from businesses deemed to be low-risk through forms mailed to each business in the self-certification program. The City and Authority shall confer on the list of businesses to be included in the program and the information to be requested of such businesses. The City shall provide a list of properties included in the program each year to the Authority.

10.4.4.1 Low-Risk business occupancies shall be defined as occupancies with a history of low frequency of fires and minimal potential for loss of life or economic loss. Examples include storage, mercantile and business occupancies.

10.4.4.2 Any business that fails to submit the required information annually to the City shall be removed from the self-certification program for a period of not less than three (3) years and shall be referred to the Authority for inspection in that calendar year as part of the annual target number of inspections for which the City has agreed to pay in the then current calendar year.

10.4.4.3 To incentivize compliance with the self-certification program, the Authority shall include in its annual business inspections a number of low-risk business occupancies, equal to approximately five percent (5%) of such occupancies each year. This shall be funded from the annual amount the City is paying for business inspections.

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10.4.4.4 If any business submits information, or the City has information, that causes the City in its sole discretion to determine that business should be inspected by the Authority, the City shall promptly refer the business to the Authority and the Authority shall inspect the business, and this shall be funded from the annual the set aside for code violation inspections per Section 10.4.2.

11. Fire Code Enforcement. The following terms and conditions shall apply with regards to those Fire Prevention Code Enforcement services outlined in Exhibit A:

11.1 The City shall be responsible for providing prosecution services and legal counsel necessary to prosecute any civil or criminal code enforcement issues when enforcement requires judicial action (including hearing examiner proceedings). Once enforcement is turned over to the City for judicial action, the City retains independent prosecutorial discretion as to how or whether to proceed with enforcement action. The City will also maintain responsibility for any code enforcement activities that require the presence or involvement of commissioned law enforcement officers. The Assigned Authority Personnel who inspected the property and found it to be in violation shall appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist the City with enforcing the IFC at the sole cost of the Authority. The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the general public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.

11.2 The Authority will coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.

11.3 The Authority will attend the provide testimony and exhibits at Code enforcement hearings before the City's Hearing Examiner, and upon appeal, if any, to court.

12. Fire Investigation Services. The following terms and conditions shall apply with regards to those Fire Investigation services as outlined in Exhibit A:

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12.1 The Authority will investigate the origin and cause of all fires. Fires that meet or exceed the minimum threshold defined in Table A of Exhibit A will be investigated by the Authority Fire Marshal. The Authority Fire Marshal will coordinate incendiary fire investigations with the Arlington Police Department and/or Snohomish County Fire Marshal's Office as required.

12.2 The Authority will have available staff to investigate major fires twenty-four (24) hours per day on call except during vacation and training periods, in which time mutual aid will be utilized or contracted with the Snohomish County Fire Marshal's Office.

12.3 The Authority will coordinate incendiary fire investigation activities with the City Police Department as necessary. In the event of major crimes such as homicide or great bodily injury, the Authority will work with City Police Department to coordinate the outcome. The Authority shall not bear the cost of that enforcement if incurred.

12.4 All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigation Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police Department.

12.5 The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

12.6 The City reserves the right to use the Snohomish County Fire Marshal's Office or other agencies to assist with the performance of the services in this section.

13. **Records.** All records received, used or prepared in connection with the Services shall remain in the custody of the City and shall be maintained in such manner(s) as may be prescribed by the City. All such records shall be accessible by the Assigned Authority Personnel in order to perform the Services.

13.1 The City shall be solely responsible for responding to Public Records Requests received by the City which involve public records generated pursuant to this Agreement; provided, however, that the Authority and Assigned Authority Personnel shall assist, as necessary, in locating responsive records necessary for the City to fulfill its statutory duties under RCW 42.56.

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13.2 The Authority shall be solely responsible for responding to Public Records Requests received by the Authority which involve public records generated pursuant to this Agreement; provided, however, that the City shall cooperate, as necessary, in providing records necessary for the Authority to fulfil its statutory duties under RCW 42.56.

14. Indemnification.

14.1 To the extent permitted by law, the Authority shall indemnify, hold harmless and defend the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages (“Claims”) of any nature whatsoever, by reason of negligent or intentional acts or omissions of the Authority, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit is based upon such a Claim is brought against the City, the Authority shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the City and its officers, agents, employees or any of them, or jointly against the City and the Authority and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the Authority, the Authority shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the Authority’s obligation under this Section applies only to the extent of its negligence.

14.2 To the extent permitted by law, the City shall indemnify, hold harmless and defend the Authority and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages (“Claims”) of any nature whatsoever, by reason of (i) negligent or intentional acts or omissions of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement and (ii) fires involving structures that were permitted by the City but for which the Fire Marshal did not, in good faith, sign off on the permit; and (iii) any fires involving structures that would have been inspected by the Fire Marshal but were not due to lack of funding from the City or an instruction by the City not to inspect. In the event that any suit is based upon such a Claim is brought against the Authority, the City shall defend the same at its sole cost and expense; provided that the Authority retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the Authority and its officers, agents, employees or any of them, or jointly against the Authority and the City and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the City, the City shall satisfy the same; and further provided, that if

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any such Claim is based on the concurrent negligence of the parties, then the City's obligation under this Section applies only to the extent of its negligence.

14.3 The indemnification provisions above hereby constitute each party's waiver of immunity under the Industrial Insurance Act, RCW 51 solely to fulfill the purposes of the foregoing indemnification provisions. This provision has been mutually negotiated by the parties.

15. **City and Authority Are Independent Municipal Governments.** The parties recognize and agree that they are independent governments. No separate legal or administrative entity is created by the Agreement. Except as expressly provided to the contrary in this Agreement, any real property acquired or used by either party in connection with the performance of this Agreement shall remain the sole property of such party, and the other party shall have no interest therein. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the Authority shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the City.

16. **Administration of Agreement.** This Agreement shall be administered by the Authority's Fire Chief and the City Administrator of the City. The Fire Chief and City Administrator shall meet not less than quarterly (within three [3] weeks of the start of the calendar quarter) and at the request of either party to ensure the satisfaction of the City with the Services and that this Interlocal Agreement is being administered in accordance with its terms. Either the Fire Chief or City Administrator may request the participation of additional staff at such meetings, which request shall not be unreasonably withheld. Agenda items for the quarterly meetings shall include but are not limited to: city permitting process issues; fire inspections; fire investigations; any other terms of Exhibit A; upcoming special events; city code issues; billing questions and concerns; service levels, including potential changes. If any issues remain unresolved at the end of a quarterly meeting, the parties shall meet again promptly to seek to resolve the issue. The City Administrator may provide input to the Fire Chief concerning desired outcomes concerning the Services.

16.1 In addition to the foregoing, the Authority will provide such reports as may be reasonably requested by the City in order to remain informed regarding the Services performed pursuant to this Agreement.

17. **Assigned Authority Personnel.** The Assigned Authority Personnel shall at all times be Authority employees and shall not be deemed to be loaned employees of the City. The Authority shall be solely responsible for all compensation due to Assigned Authority

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Personnel, supervision and discipline. The City shall immediately notify the Human Resources Director for the Authority concerning any actions by Assigned Authority Personnel requiring involvement by the Human Resources Department. The Authority retains the right to move employees within the Prevention Division.

18. **Dispute Resolution.** It is the intent of the parties herein to attempt to resolve all disputes between them without litigation. The parties shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the parties. If the parties cannot agree upon a mediator, the parties shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS) and request that a mediator be appointed. If the parties cannot agree on which of these services to use, one of them shall be selected at random. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation.

18.1 Jurisdiction and venue for any dispute arising out of this Agreement shall lie exclusively in the Superior Court of Snohomish County, Washington. Each party expressly waives the right to a jury trial.

19. **Non-Waiver.** No waiver of any act or omission, including but not limited to acceptance or payment by the Authority, shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.

20. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other party shall be in writing addressed to the other party at the addresses as follows:

North County Regional Fire Authority
Attention: Fire Chief
8117 267th Street NW
Stanwood, Washington 98292

City of Arlington
Attention: City Administrator
238 N Olympic Avenue
Arlington, Washington 98223

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or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

21. **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.
22. **Survival.** All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.
23. **Entire Agreement.** This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for the Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the legislative authorities of each party.
24. **Amendments.** This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authorities of each party.

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North County Regional Fire Authority

City of Arlington

By: Rob Johnson

By: Barb Tolbert

Commissioner Johnson

Mayor Barb Tolbert

By: Judy Williams

Commissioner Williams

By: Ric Cade

Commissioner Cade

By: Greg Oakes

Commissioner Oakes

By: Larry Longley

Commissioner Longley

By: Janet Iverson

Commissioner Iverson

By: Triley Oertle

Commissioner Oertle

By: Barbara Nelson

Commissioner Nelson

By: Barbara Tolbert

Commissioner Tolbert

Attest: Kari Wheeler
Kari Wheeler, Board Secretary

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EXHIBIT A
LIST OF SERVICES

I - Plan Review and Inspection Services:

The Authority will provide plan review and occupancy inspections as described herein. It is the intent of the parties that the Authority will have an opportunity to participate in all phases of permit review for commercial, multifamily and industrial permitting projects with fire systems (fire suppression, fire alarm, sprinklers, exhaust venting systems, etc.), or requiring construction of new streets or fire hydrants, and that the Authority will have an opportunity to participate in or conduct occupancy inspections for any such projects, as well as for changes of occupancy for commercial, multifamily and industrial buildings.

Plan Review Services include, but are not limited to, administration and enforcement of applicable fire codes and prevention standards ("Code or Codes"), including local municipal code as that section may be amended or recodified by the City.

The Authority shall provide, in consultation with the City, the following Plan Review and Inspection Services:

- Participate in the Land Use Planning process to ensure code compliance.
- Consult with City Building Official on Fire and Life Safety issues identified during the plan review and occupancy inspections, Code Compliance and Enforcement, and provide recommendations regarding the development and maintenance of Fire Codes and Standards.
- Consult with City on interpretation of Codes as necessary to perform the Services.
- Review and approve fire protection and life safety system plans submitted to the City.
- Monitor life safety systems in the City.
- Witness acceptance testing of fire protection and life safety systems installed in new and existing buildings. Inspection of such system by the Authority following Authority's receipt of notice that a system has failed third party inspection and/or monitoring shall be

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charged to the City as a Fire Inspection (funded within the City's annual commitment of funding for business occupancy inspections per Section 10.4.2).

- Coordinate with the City on the scheduling and conducting of new construction/tenant improvement inspections for fire code compliance where Fire and Life Safety input is deemed necessary.
- Participate in every Certificate of Occupancy inspection for all multifamily, commercial and industrial occupancies involving fire systems (fire suppression systems, alarm systems, sprinkler systems, exhaust venting systems, etc.) and all development requiring construction of new streets or additional fire hydrants, regardless of whether the City has outsourced the general permit processing to a third party for that permit.
- Review Special Event applications/sites forwarded to the Authority by the City for fire code compliance. Provide recommendations regarding the special event code and permit requirements.
- Direct the management and supervision of personnel performing the Services.
- Perform all other administrative and records tasks necessary to support Inspection Services for the City.

II - Fire Code Enforcement

The Authority shall provide the following Fire Prevention Code Enforcement Services in Arlington city boundaries:

- Coordinate the business occupancy inspection program with the City. The City's general goal is to conduct one (1) biennial inspection per high or medium-risk business occupancy. The number of inspections to be completed each year shall be subject to and consistent with the maximum amount the City has agreed to pay for such inspections in that calendar year as described in Section 10.3.
- The Fire Marshal shall conduct up to two (2) re-inspections where an occupancy fails inspections, before forwarding to the City for code compliance, but may determine in their discretion to forward the occupancy to code compliance by the City after one (1) follow-up

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inspection.

- Perform inspections required or authorized by the Code at intervals set forth in this Agreement or as otherwise agreed upon annually between the City Administrator and Authority's Fire Chief.
- Investigate and resolve Code violation complaints or inquiries. Code violations found in the field by fire crews or the Fire Marshal shall be promptly communicated in writing to the City Building Official. The City Building Official and the Fire Marshal shall confer on actions to be taken in response to such violations, which may include a request for the Authority to conduct a follow-up inspection (paid for by the City per Section 10.4.2). Any unresolved disputes between the City Building Official and the Fire Marshal shall be referred to the City Administrator and Fire Chief for resolution.
- Except as otherwise expressly limited in the Agreement and this Exhibit A, perform all Code enforcement duties of the Fire Marshal, Fire Code Official, and/or Fire Chief as provided in the Code. The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.
- Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
- Coordinate with the City on post-disaster building and system inspections and/or evaluations.
- Approve and/or review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- Manage the Fire Department Business Occupancy Inspection Program.
- Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation with the City Building Official where deemed necessary.

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- Manage a Fire Company Inspection Program as a means to conduct business occupancy inspections, and coordinate with the City the follow-up on code enforcement violations that are identified.
- Process Fire Code complaints or inquiries from the public to include data entry, file creation and routing of information.
- Notwithstanding anything in this Section II, the Authority shall not provide building inspection services to those hangar buildings at the Arlington Municipal Airport, unless authorized by the City Manager.

III - Fire Investigation Services:

The Authority shall perform or contract with the Snohomish County Fire Marshal's Office, services that include but are not limited to:

- Investigate the origin and cause of fires, interview suspects and witnesses, examine fire scenes, document findings, and prepare reports, protect evidence, cooperate with prosecutors and law enforcement, be available for interviews and courtroom testimony, and other associated duties.
- Investigate all fires that are intentionally caused, suspicious, injurious, and fires with a loss of Ten Thousand Dollars (\$10,000) or more if cause cannot be determined by on scene personnel. The Authority shall utilize the call out thresholds outlined in **Table A** below to determine whether a fire meets this threshold.
- Coordinate arson investigation activities with the Arlington Police Department as necessary.
- Respond to all working fires when requested during working hours and all working fires after hours if available.
- Participate in regional and state fire investigative organizations and activities where deemed practical by the Authority.

Evidence Retention

All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence as set forth by the City's

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Police Department.

Cooperation in Criminal Investigations

The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur because of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

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TABLE A: FIRE INVESTIGATOR CALL OUT THRESHOLDS

	Meets threshold for investigation
Fire appears to be set or suspicious	Yes
Fire damage is \$10,000 or more	Yes
Death or injury is involved (civilian or firefighter)	Yes
Multiple fires or unusual fire spread	Yes
Possibility of an ignitable liquid used	Yes
Unusual odors or burn patterns	Yes
Other similar fires in the general area	Yes
City owned property	Yes
Commercial structure, including schools	Yes
VEHICLES	
Vehicles operating at the time of the fire	No
Damage is \$10,000 or more and vehicles was not being driven at time of fire	Yes
Suspicious circumstances or evidence of incendiary	Yes
OTHER:	
ON THESE ITEMS CONTACT CITY POLICE FIRST AND SECURE POLICE DEPARTMENT SUPERVISOR CONSENT BEFORE PROCEEDING WITH INVESTIGATION	
Obviously abandoned junk vehicle	
Burn Complaints	

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EXHIBIT B

2023 Fire Marshal/Fire Investigation/Inspections Service Contract Estimate

Fire Marshal/Fire Investigation Hourly Cost:

Assistant Chief of CRR	Labor	\$103.90
	M&O/Administration	\$0.48
	Capital	\$3.22
	Total Cost per Hour	\$107.60

Annual Fire Inspections Hourly Cost:

Engine/Ladder Crew	Labor	\$162.74
	M&O	\$2.59
	Capital	\$4.88
	Total Cost per Hour	\$170.21

Note 1: Labor costs are based on 2023 Authority projected salary and benefits rates.

Note 2: In accordance with 7.1.1, if a new collective bargaining agreement (CBA) between the Authority and the IAFF Local or employee contract which represents the Authority's employees has not been finalized by September 1 of the first year of the then-effective CBA, the Personnel costs and Overhead costs for the ensuing year shall be adjusted following the execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA is effective between the Authority and the IAFF Local. When a new CBA has a retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2022 and a new CBA is executed on December 1, 2024 but made retroactive to January 1, 2023, the Adjustment Year would be 2023.

Note 3: M&O/Administration costs are related to human resources, accounting, payroll services, fleet maintenance, uniforms, radios, field technology, etc.

Note 4: Capital costs are related to fleet management for staff vehicle(s) on a 10-year replacement schedule and fire engine/ladder truck on a 15 year replacement schedule and will increase 3% annually.