

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 9/23/19**

<b>AGENDA ITEM:</b>	
Interlocal Agreement for Fire Marshal Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

Fire marshal services for review, inspections, and investigations have been provided to the city by the jointly operated Marysville Fire District. The RFA (regional fire protection authority) becomes effective October 1<sup>st</sup>. The RFA Plan provides that the RFA will provide fire marshal services to the city at no cost and that an interlocal agreement for those services will be executed. The city may collect fees for fire inspections or plan review and those fees would be directed to the RFA.

**RECOMMENDED ACTION:** Staff recommends that the Council consider approving the interlocal agreement for fire marshal services.

**RECOMMENDED MOTION:** I move to approve the interlocal agreement with the Marysville Fire District Regional Fire Authority for fire marshal services and the authorize the Mayor to sign the agreement.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE  
MARYSVILLE FIRE DISTRICT, REGIONAL FIRE PROTECTION AUTHORITY FOR FIRE  
MARSHAL SERVICES

This Agreement between the City of Marysville, a municipal corporation, (“City”) and the Marysville Fire District, a regional fire protection authority, (“RFA”) is made under the authority of the interlocal cooperation act, chapter 39.34 RCW.

1. **GENERAL**

1.1 **Purpose.** The purpose of this agreement is to provide fire marshal and fire inspection services to the City in accordance with section 8.D of the Marysville Fire District Regional Fire Authority (RFA) Plan (“RFA Plan”).

1.2 **Term.** This Agreement commences on the date of the last signature below and continues until terminated. This Agreement may be terminated by the City or the RFA in its sole discretion on sixty days written notice.

1.3 **No Separate Entity.** This Agreement does not create any separate legal entity.

1.4 **Administrators.** This Agreement will be administered by the following representatives:

City of Marysville  
Chief Administrative Officer  
1049 State Avenue  
Marysville, WA 98270

Marysville Fire District  
Fire Chief  
1094 Cedar Avenue  
Marysville, WA 98270

1.5 **Real and Personal Property.** Each party will retain its personal and real property and no property will be jointly held under this Agreement.

2. **APPOINTMENT AND JURISDICTION**

2.1 **Fire Marshal.** The fire chief for the RFA or his or her designee is the fire marshal for the City and consistent with applicable law, will exercise all authority that is given to the fire marshal in the Marysville municipal code or by resolution of the Marysville City Council.

3. **SERVICES AND RECORDKEEPING**

3.1 **Services.** The fire marshal will provide the following services to the City:

A. Fire investigation services of illegal burn complaints and investigations of fire origins and causes when dispatched by SNO911 or requested by the Marysville Police Department.

B. Fire code review of permits, plans, and projects for compliance with current municipal code and adopted International Fire Code requirements.

C. Fire code inspection of facilities for compliance with current municipal code and adopted International Fire Code requirements. This includes new occupancies, new construction, and annual review inspections of existing occupancies.

D. Assistance to City code compliance officers.

E. Fire prevention and education services.

3.2 **Records.** The fire marshal will create and retain all required and appropriate records and documents to carry out the duties and services under this Agreement. These records and documents will be managed, stored, and disseminated in accordance with state law and local ordinances and policies. In the event either party receives a public records request, that party is responsible for responding to the request. Both parties will work cooperatively to assist each other in responding to public records requests.

#### 4. **INDEMNITY AND INSURANCE**

4.1 **Indemnity.** Each party to this Agreement will be responsible for its own acts and/or omissions and those of its officers, employees and agents. Neither party to this Agreement will be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

4.2 **Insurance.** The City and the RFA will each maintain appropriate insurance or self-insurance.

#### 5. **FEES AND COMPENSATION**

5.1 **Fees.** The City may at its discretion impose fees for fire inspection services. If the City imposes such fees, it will notify the RFA in writing of the schedule of fees and will remit them to the RFA.

5.2 **Compensation.** Fire marshal services will be provided to the City without any compensation by the City. The consideration for this Agreement is to carry out the terms of the RFA Plan and to ensure public safety.

#### 6. **MISCELLANEOUS**

6.1 **Extent of Agreement/Modification.** This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

#### 6.2 **Severability.**

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or

provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6.3 **Nonwaiver.** A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

6.4 **Fair Meaning.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.5 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

6.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

6.7 **Third Parties.** The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

## CITY OF MARYSVILLE

By

\_\_\_\_\_  
Jon Nehring, Mayor

ATTEST:

APPROVED AS TO FORM:

By

\_\_\_\_\_  
Tina Brock, Deputy City Clerk

By

\_\_\_\_\_  
Jon Walker, City Attorney

**MARYSVILLE FIRE DISTRICT, A REGIONAL FIRE AUTHORITY**

GOVERNING BOARD

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Board Secretary