

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BOULEVARD, CHEHALIS, WA 98532

Dennis L. Dawes, Position at Large  
Mayor

Terry F. Harris, District 1, Mayor Pro Tem  
Daryl J. Lund, District 2  
Dr. Isaac S. Pope, District 4

Anthony E. Ketchum Sr., District 3  
Chad E. Taylor, Position at Large  
Bob Spahr, Position at Large

## Regular Meeting of Monday, February 13, 2017

5:00 p.m.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
1. <u>Call to Order.</u> (Mayor)		
2. <u>Pledge of Allegiance.</u> (Mayor)		

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>SPECIAL BUSINESS</b>		
This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.		
3. <u>Chehalis Community Renaissance Team Update.</u> (David Hartz, Annalee Tobey)	---	---

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>CITIZENS BUSINESS</b>		
This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.		

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>CONSENT CALENDAR</b>		
4 <u>Minutes of the Regular Meeting of January 23, 2017.</u> (City Clerk)	APPROVE	1
5. <u>Vouchers and Transfers.</u> (City Manager, Finance Manager)	APPROVE	3
6. <u>Interlocal Agreement for Riverside Fire Authority to Provide Fire Marshal Services to the City of Chehalis.</u> (City Manager, Fire Chief)	APPROVE	5
7. <u>Intergovernmental Cooperative Purchasing Agreement.</u> (City Manager, Street Superintendent)	APPROVE	14

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>ADMINISTRATION AND CITY COUNCIL REPORTS</b>		
8. <u>Administration Reports.</u>		
a. City Manager update. (City Manager)	INFORMATION ONLY	---
9. <u>Councilor Reports/Committee Updates.</u> (City Council)	INFORMATION ONLY	---

<b>EXECUTIVE SESSION</b>		
10. <u>Pursuant to RCW 42.30.110(1)(i) – Litigation/Potential Litigation.</u>		

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON  
OTHER ITEMS NOT LISTED ON THIS AGENDA.**

**NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, FEBRUARY 27, 2017.**

January 23, 2017

The Chehalis city council met in regular session on Monday, January 23, 2017, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 5:00 p.m. with the following council members present: Terry Harris, Tony Ketchum, Daryl Lund, Dr. Isaac Pope, Bob Spahr, and Chad Taylor. Staff present included: Jill Anderson, City Manager; David Fleckenstein, Airport Manager; Caryn Foley, City Clerk; Bill Hillier, City Attorney; Trent Loughheed, Community Development Director; Judy Pectol, Finance Manager; Rick Sahlin, Public Works Director, Glenn Schaffer, Police Chief; and Patrick Wiltzius, Wastewater Superintendent. Members of the media included Justyna Tomtas from *The Chronicle*.

Mayor Dawes stated that the item under Special Business (Flood Authority Update) would be rescheduled to a later meeting.

1. **Citizens Business.** Lewis County Commissioner Edna Fund distributed information about two upcoming events. The "Project Homeless Connect" will take place January 26 from 10:00 am to 3:00 pm in the 4-H Building at the Fairgrounds. The annual Point-in-Time national homeless count will be held, and several agency and service representatives will be on hand to offer services for free. A meal and transportation is provided. The second event is a public meeting to discuss what the Fair means to the community. "Let's Talk Fair – 2017" takes place January 31 from 6:00 to 8:00 pm in the Community Events Building at the Fairgrounds.

2. **Consent Calendar.** Councilor Spahr moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular meeting of January 9, 2017;
- b. January 13, 2017 Claim Vouchers No. 117944 – 118059 and Electronic Funds Transfer Nos. 122016 and 1220161 in the amount of \$357,779.81; and January 13, 2017 Claim Vouchers No. 118060 – 118098 in the amount of \$413,763.95.
- c. Accept Basin 1022 I/I Rehabilitation Project as complete and release retainage to Michels Corporation after the City Clerk ensures all statutory requirements have been met;
- d. Award bid for the Airport Pump Station Rebuild Project to Rognlin's, Inc., in the amount of \$885,600; and
- e. Increase maximum billable amount from Skillings Connolly, Inc., in the amount of \$75,000 for engineering services for the Airport Pump Station Rebuild Project.

The motion was seconded by Councilor Harris and carried unanimously.

3. **Administration Reports.**

a. **City Manager Update.** City Manager Anderson noted a special community open house is being conducted this Thursday from 4:30 to 6:30 pm regarding the Transportation Benefit District. It is an opportunity for people to get information about the ballot measure that will be on the February 14 ballot.

4. **Councilor Reports/Committee Updates.**

a. **Update from Councilor Harris.** Councilor Harris thanked Patrick Wiltzius on the Basin 1022 I/I project for coming in under budget.

b. **Update from Councilor Spahr.** Council Spahr echoed Councilor Harris' comments on the Basin 1022 I/I project. He also attended the chamber banquet, which was a nice event.

c. **Update from Mayor Dawes.** Mayor Dawes stated he and City Manager Anderson attended the January 12 Port of Chehalis meeting to lend the city's support for their permit renewal process through the Corps of Engineers. Presentations on the Transportation Benefit District have been occurring this month. Mayor Dawes attended the ones made to the Industrial Commission and Sertoma Club.

January 23, 2017

5. **Condolences.** Mayor Dawes stated the community lost a gem last week in Donna Karvia. Donna's husband is part of the city's extended family having retired as one of our police officers in 1986. Donna was one of those people that did a lot of things in the community that a lot of people didn't know about because she was the type of person that did it because it was the right thing to do, not because it was a way to get notoriety. Her passing leaves a big hole in the volunteer community. Services for Donna are February 4 at the Bethel Church in Napavine beginning at 1:00 pm.

There being no further business to come before the council, the meeting was adjourned at 5:11 pm.

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Dennis L. Dawes, Mayor

Attest:

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Caryn Foley, City Clerk

Approved:  
Initials:

**CITY OF CHEHALIS  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Judy Pectol, Finance Manager  
Betty Brooks, Payroll Accountant

**DATE:** January 31, 2017

**SUBJECT:** Payroll Vouchers and Transfers

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**ISSUE**

City Council approval is requested for the Payroll Vouchers and Transfers in discussion.

**DISCUSSION**

Requesting City Council approval for Payroll Vouchers No. 39359 through 39402, Direct Deposit Payroll Vouchers No. 7902 through 7997 and Electronic Federal Tax Payment No. 168 dated January 31, 2017 in the amount of \$708,738.30 and the transfer of \$494,109.05 from the General Fund, \$6,037.96 from the Arterial Street Fund, \$74,701.41 from the Wastewater Fund, \$88,915.68 from the Water Fund, \$15,266.31 from the Storm & Surface Water Utility Fund, \$27,886.20 from the Airport Fund and \$1,821.69 from the Firemen's Pension Fund.

**RECOMMENDATION**

It is recommended that the City Council approve the January 31, 2017 Payroll Vouchers No. 39359 through 39402, Direct Deposit Payroll Vouchers No. 7902 through 7997, and Electronic Federal Tax Payment No. 168 in the amount of \$708,738.30.

**SUGGESTED MOTION**

I move that the City Council approve the January 31, 2017, Payroll Vouchers No. 39359 through 39402, Direct Deposit Payroll Vouchers No. 7902 through 7997, and Electronic Federal Tax Payment No. 168 in the amount of \$708,738.30.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Judy Pectol, Finance Manager  
Michelle White, Accounting Tech II

**MEETING OF:** February 13, 2017

**SUBJECT:** Vouchers and Transfers

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**ISSUE**

City Council approval is requested for the Vouchers and Transfers in discussion.

**DISCUSSION**

The following claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. Requesting City Council approval for Claim Vouchers No. 118099 through 118227 in the amount of \$761,402.23 dated January 31, 2017 and the transfer of \$113,055.02 from the General Fund, \$1,553.26 from the Dedicated Street Fund – 4% Sales Tax, \$300.00 from the 2011 G.O. Bond Fund, \$572,727.97 from the Wastewater Fund, \$10,425.94 from the Water Fund, \$366.29 from the Storm & Surface Water Utility Fund, \$61,933.96 from the Airport Fund and \$1,039.79 from the Firemen’s Pension Fund.

**RECOMMENDATION**

It is recommended that the City Council approve the January 31, 2017 Claim Vouchers No. 118099 through 118227 in the amount of \$761,402.23.

**SUGGESTED MOTION**

I move that the City Council approve the January 31, 2017 Claim Vouchers No. 118099 through 118227 in the amount of \$761,402.23.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Ken Cardinale, Fire Chief

**MEETING OF:** February 13, 2017

**SUBJECT:** Interlocal Agreement with Riverside Fire Authority for Fire Marshal Services Provided to the City of Chehalis

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**ISSUE**

An Interlocal Agreement with the Riverside Fire Authority (RFA) has been prepared for consideration by the City Council in order to update a previous Interlocal Agreement with RFA relating to the Fire Marshal Services provided to the City of Chehalis.

**DISCUSSION**

The Riverside Fire Authority has provided Fire Marshal Services for the past six years at a much discounted rate to reflect the ongoing discussions regarding a merger between the two departments. Since those talks have been suspended for at least a year, the Riverside Fire Authority can no longer provide the Fire Marshal services at such a discounted rate, so the updated Interlocal Agreement before you reflects an increase in rates that more accurately reflects the Fire Marshal services provided to the City.

The updated Interlocal Agreement better reflects the fair cost for the time it takes RFA personnel to provide fire code inspections, plans review, and enforcement services provided to the City of Chehalis. The fiscal terms of this agreement will be for the period between January 1, 2017 and June 30, 2017, rather than a full year. RFA requested the shorter time period to monitor the amount of time provided to serve Chehalis to ensure that the new rate is accurately capturing the costs borne by RFA.

**FISCAL IMPACT**

The impact to the Fire department budget will change from the previous hourly rate of \$58.83 per hour, for an annual cost of \$8,584 in 2016, to a flat rate of \$10,000, or \$1,666.66 a month, from January 1, 2017 thru June 31, 2017. The increase in cost is not included in the 2017 budget and may require a budget adjustment later in the year. The total budget impact will be

better known after RFA evaluates the cost of providing the services to Chehalis. The City will also evaluate whether there are more cost effective options for providing the service without sacrificing quality, which has been a highly valued component of the service provided by the RFA.

**RECOMMENDATION**

It is recommended that the City Council approve the Interlocal Agreement for Fire Marshal services and authorize the City Manager to execute the document.

**SUGGESTED MOTION**

I move that the City Council approve the Interlocal Agreement for Fire Marshal Services with the Riverside Fire Authority and authorize the City Manager to execute the document.



**City of Chehalis  
350 N. Market  
Chehalis, WA 98532**

**AN INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF CHEHALIS AND  
RIVERSIDE FIRE AUTHORITY  
FOR FIRE CODE INSPECTIONS AND ENFORCEMENT SERVICES**

THIS AGREEMENT is made and entered into this 3rd day of January, 2017, by and between the City of CHEHALIS, WASHINGTON, a municipal corporation, hereinafter referred to as "City", and Riverside Fire Authority, a fire authority, hereinafter referred to as "RFA", under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW,

WITNESSETH:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, the City is required by Ch. 48.48 RCW to provide the services of a fire marshal or other such fire authority designated by the Fire Chief to conduct fire code inspections and enforcement; and

WHEREAS, the City is required by City Municipal Code 2.30.050 to provide the functions and duties of the department shall include fire prevention, fire suppression, fire investigations, fire code plans review and enforcement, emergency medical services, and such other related functions and duties as may be assigned from time to time by the city manager. [Ord. 767B, 2004.]

WHEREAS, pursuant to RCW 48.48.060(3), the City is expressly entitled to enter into interlocal agreements to carry out such duties in the incorporated areas of Chehalis and its UGA, and RFA has the staff and resources available to provide certain other services in the City and the UGA in an effective and cost-efficient manner; and

WHEREAS, the City and RFA find it mutually beneficial and in the public interest to enter into an interlocal services agreement for RFA to provide fire code inspection, plans review and enforcement services to the Chehalis and UGA residents;

NOW, THEREFORE, THE CITY AND RFA agrees as follows:

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**SECTION I. PURPOSE, TERM AND EXTENSION OF AGREEMENT.** The purpose of this Agreement is to ensure high quality and uninterrupted fire code inspection, plans review and enforcement services to the Chehalis residents and UGA of the city during the period between January 1, 2017, and June 30, 2017. This agreement may be thrice extended for additional, one-year terms upon written notification by the City to the RFA of not less than thirty (30) days prior to the expiration of the current-year term, and upon the agreement of the parties to the hourly fee, and other terms or amendments for the following year.

**SECTION 2. SCOPE OF FIRE CODE INSPECTION AND ENFORCEMENT SERVICES.** The scope of services provided by the RFA within the City and UGA addressed by this Agreement shall be as specified in Sections 4 and 5 of this Agreement, and any attached Appendix or Amendment incorporated herein by reference as if fully set forth.

**SECTION 3. FINANCIAL ADMINISTRATION.** The fair cost for provision of fire code inspections, plans review and enforcement services shall be provided at the flat rate of \$20,000 during the period said services are being performed by RFA on behalf of the City.

**SECTION 4. RESPONSIBILITIES OF RFA.** The RFA agrees to provide the following fire code inspection, plans review and enforcement services to the City and UGA as outlined below.

**1.0 INTRODUCTION**

**1.1** The City of Chehalis is soliciting requests for proposal to provide Fire Code Inspections and Enforcement services. The City of Chehalis provides plan reviews, fire code and life safety inspection, and enforcement of the International Fire Code and Municipal Code as related to said reviews and inspections. This position provides direction/supervision of the employees of the fire department through the Fire Chief. Permit requirements are included in these functions. The city wishes to continue this service by contracting these duties.

**2.0 STATEMENT OF QUALIFICATION REQUIREMENTS**

- 2.1** ICC Fire Plans Examiner, Fire Inspector II Certified.
- 2.2** Five (5) years minimum cumulative firefighting and fire code enforcement experience.
- 2.3** Knowledge of fire prevention principles and practices.
- 2.4** Must have valid liability and errors and/or omissions insurance.

2.5 Must provide and maintain their own equipment, and cover all costs associated with providing services.

3.0 **SCOPE OF WORK**

3.1 Must be able to perform the following services in a timely and reasonable manner:

- a. The RFA shall provide to the City consultation services regarding fire code inspection and enforcement services to include assisting City personnel as necessary in the provision of said services.
- b. Provide timely replies to inquiries regarding application of the IFC, to include reasonable availability on a consistent basis. Inquiries include meetings, e-mails, and telephone calls.
- c. Provide assistance to the City Fire Chief regarding fire and life safety inspections that exceed his/her scope of practice, expertise, or certification level to include; corrective actions required, interaction with business owners/occupants regarding corrective actions required to meet compliance, and inspection follow-up to confirm code compliance.
- d. Provide all completed Fire Code Related documents to City of Chehalis Department of Community Development for filing.
- e. Conduct specialty inspections to include permitting as required. Examples include fireworks stands, temporary displays or businesses activities such as garden, craft, vendor, fairs in malls or other open areas.
- f. May be requested to conduct inspections outside of the city limits as required per contract with the Lewis County Fire Marshal. (Determination of subcontractor clause. See Section 12 below).
- g. Review trends and developments in the area of fire and life safety inspections and make recommendations to the Fire Chief.

- 4.1 RFA will perform any plan reviews and associated follow-ups as reasonably requested by the City Fire Chief.
- 4.2 Other associated Fire Code Inspection and Enforcement work may be performed when mutually agreed upon by the representatives of the City and the RFA.
- 4.3 The City welcomes input from the RFA on the operation of its fire marshal service. Any operational concerns should initially be raised with the City Fire Chief. In addition, if regular meetings are deemed necessary by the RFA to discuss issues regarding fire marshal services, they will be arranged by representatives of the RFA and with said City representative.

**SECTION 5. RESPONSIBILITIES OF THE CITY.** The City agrees to meet the following responsibilities under this Agreement:

- 5.1 The City shall grant to the RFA personnel assigned to provide fire code inspection, plans review and enforcement services the authority to enforce the provisions of Ch. 48.48 RCW, and associated City fire marshal duties pertaining to civil and criminal fire code infractions.
- 5.2 The City shall provide to the RFA personnel assigned to fire code inspection, plans review and enforcement services the assistance of City personnel necessary to assist the RFA in providing fire code inspection and enforcement services, as approved by the City Fire Chief.

5.3 Provide for timely payment of the services provided for in this Agreement upon receipt of a properly constituted and prepared billing by RFA.

**SECTION 6. ADMINISTRATION.** This Agreement shall be administered by the City Manager and by the Fire Chief of the RFA.

**SECTION 7. DISPUTE RESOLUTION.** In the event of a dispute between the City and the RFA regarding the delivery of services under this Agreement, the Fire Chiefs of the City Fire Department and the RFA, shall review such dispute and options for resolution. Any dispute not resolved by these representatives shall be referred to the City Manager and the RFA Governing Board. The decision of the City Manager and the RFA Governing Board regarding the dispute shall be final as between the parties.

If any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the City Manager and RFA Governing Board may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**SECTION 8. INDEPENDENT CONTRACTOR.** As used in this Agreement, "City" means the party that solicits and pays for services and "RFA" means the party that contracts to provide those services. The RFA is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in the Agreement. Nothing herein nor in any of the Agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and the RFA or between any of the RFA's employees or agents. The RFA shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the RFA pursuant to this Agreement. Nothing in this Agreement shall make any employee of the RFA an employee of the City or any employee of the City an employee of the RFA for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

**SECTION 9. HOLD HARMLESS/INDEMNIFICATION.** The RFA in this Agreement agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the RFA of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the City by an employee of the RFA or subcontractor or agent of the RFA, even if the RFA is thus otherwise immune from liability pursuant to the workers, compensation statute, Title 51 RCW.

The City in this Agreement agrees to indemnify, defend, save and hold harmless the RFA, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the City of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the RFA, the City retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the RFA by an employee of the City or subcontractor or agent of the City, even if the RFA is thus otherwise immune from liability pursuant to the workers, compensation statute. Title 51 RCW.

**SECTION 10. ASSIGNMENT/SUBCONTRACTING.** Neither the City nor the RFA shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other. The RFA shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

**SECTION 11. NON-DISCRIMINATION.** In connection with the provision of services pursuant to this Agreement, the RFA shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation. The RFA and City each certify that it is an Equal Employment Opportunity Employer.

**SECTION 12. NO THIRD PARTY BENEFICIARY.** The RFA does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the RFA. The City and the RFA do not intend there be any third-party beneficiary to this Agreement.

**SECTION 13. NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the RFA:  
Riverside Fire Authority  
1818 Harrison Ave.  
Centralia, WA 98531-1905  
Attention: Fire Chief

To the City:  
Chehalis Fire Department City of Chehalis  
455 NW Park St.  
Chehalis, WA 98532  
Attention: Fire Chief

Either the City or the RFA giving the other notice of such change as provided in this section may change the name and address to which notices shall be directed.

**SECTION 14. WAIVER.** No waiver by either party of any term or condition of this Agreement or Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

**SECTION 15. ENTIRE AGREEMENT.** This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

**SECTION 16. AMENDMENT AND TERMINATION.** The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties. Either party may terminate this agreement for public convenience upon not less than sixty (60) days prior written notice to the other party.

**SECTION 17. DOCUMENT EXECUTION AND FILING.** The City and the RFA agree that there shall be duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and the RFA. Upon execution, the executed duplicate of this Agreement shall be returned to the City Clerk which shall file a copy of this Agreement with the County Auditor. Upon receipt by the City Clerk of the duplicate originals, each such duplicate original shall constitute an agreement binding upon both City and the RFA.

**SECTION 18. SEVERABILITY.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

**IN WITNESS WHEREOF**, the City and the RFA have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement

Agreements to be dated as of the 3<sup>rd</sup> day of January, 2017, the same being subject to ratifying legislative actions of the respective parties, hereto.

CITY OF CHEHALIS, a municipal corporation  
CHEHALIS, WASHINGTON

RIVERSIDE FIRE AUTHORITY  
CENTRALIA, WASHINGTON

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Fire Chief

Approved as to form, only:

\_\_\_\_\_  
City Attorney

**Date:** December 11, 2012

**Subject:** Fire Code Management Agreement Inter-local Agreement

**Prepared By:** Chief Walkowski

<p><b>Background:</b></p>	<p>At the November 9, 2011, Board meeting, I briefed the Board regarding the potential opportunity for the RFA to provide fire code management services via an inter-local agreement with the City of Chehalis. The City is seeking a trained professional to conduct plan reviews, fire code and life safety inspections, and enforcement of the International Fire Code and Municipal Code.</p> <p>Further discussions occurred that identified a possible venture between the City and the RFA from a shared or cooperative fire service initiative such as the delivery of fire code management and inspection services. Engaging in a cooperative partnership could be a cost saving, fiscally responsible method to provide a high level of service to our community while reducing redundancy.</p> <p>With that said, the City and the RFA developed an ILA addressing the needs of the City and the interests of the RFA in providing requested services for the City that are realistic and attainable based on the current workload for the RFA Fire Marshal.</p> <p>During the first 45 days of providing services for the City, the Fire Marshal dedicated 49 hours of service to the City. The high number of hours was a result of numerous plan reviews that had not been completed over a period of a couple of months. I anticipate that future activity will result in 15-20 hours/month committed to fulfill the deliverables of the ILA.</p> <p>The proposed ILA would be effective for one (1) year duration with the option to extend three (3) additional years in one (1) year intervals. In addition, the hourly rate is based on the salary and benefits for the Fire Marshal position, associated mileage, and the ability to recover administrative costs as necessary.</p> <p>I have attached a copy of the proposed ILA for your review and consideration.</p>
<p><b>Fiscal Impact:</b></p>	<p>No negative fiscal impact anticipated.</p>
<p><b>Recommendations:</b></p>	<p>To approve.</p>
<p><b>Proposed Motion:</b></p>	<p>To authorize the Fire Chief to execute the attached Inter-local Agreement Between the City of Chehalis and Riverside Fire Authority for Fire Code Inspections and Enforcement Services.</p>

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Rick Sahlin, Public Works Director  
Don Schmitt, Street/Storm Supt.

**MEETING OF:** February 13, 2017

**SUBJECT:** Intergovernmental Cooperative Purchasing Agreement

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**ISSUE**

City Council review and consideration is requested for an Intergovernmental Cooperative Purchasing Agreement with Lewis County.

**DISCUSSION**

Attached is a copy of the Intergovernmental Cooperative Purchasing Agreement with Lewis County that is being submitted for consideration.

Each of the parties occasionally goes out to public bid for supplies, materials, equipment and services. This agreement will enable each agency to purchase pursuant to such bids. Each of the parties will still be required to contract directly with the bidder, and use its own payment procedures. An example of this will be the City's ability to utilize the road oil bids received by the County for our chip sealing program.

**FISCAL IMPACT**

In addition to potential time savings, there are possible cost savings should favorable bids be received from the other party.

**RECOMMENDATION**

It is recommended that the City Council approve the agreement between the City and Lewis County for cooperative purchasing.



**SUGGESTED MOTION**

I move that the City Council approve the agreement between the City and Lewis County for cooperative purchasing and authorize the City Manager to sign the agreement.

## INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and to other applicable laws, CITY OF CHEHALIS and, LEWIS COUNTY hereby agree to cooperative governmental purchasing upon the following terms and conditions.

(1) This Agreement pertains to bids and contracts for supplies, material, equipment or services that may be required from time to time by both the City of Chehalis and Lewis County.

(2) Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

(3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

(4) Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.

(5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

(6) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

(7) The Public Works Director of the City of Chehalis and the Director/County Engineer of Lewis County Public Works shall be representatives of the entities for carrying out the terms of this Agreement.

(8) This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

Approved by City of Chehalis this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

CITY OF CHEHALIS WASHINGTON

\_\_\_\_\_  
William Hillier, City Attorney

\_\_\_\_\_  
T. Jill Anderson, City Manager

ATTEST:

\_\_\_\_\_  
Caryn Foley, City Clerk

Approved by Lewis County this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY WASHINGTON

\_\_\_\_\_  
By: Civil Deputy

\_\_\_\_\_  
Gary Stamper, Chair

ATTEST:

\_\_\_\_\_  
Edna J. Fund, Vice Chair

\_\_\_\_\_  
Rieva Lester, Clerk of the Lewis County  
Board of County Commissioners

\_\_\_\_\_  
Bobby Jackson, Commissioner