



Signature Report

April 17, 2001

Motion 11164

Proposed No. 2001-0134.2

Sponsors Vance

1 A MOTION authorizing the county executive to enter into
2 an interlocal agreement with the Kent fire department
3 relating to the King County fire marshal's office rendering of
4 the hazardous materials inspections/permit program services.

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 WHEREAS, the district/department, pursuant to the Interlocal Cooperation Act,
8 chapter 39.34 RCW, is authorized to and desirous of contracting with the fire marshal's
9 office of the department of development and environmental services, and

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 WHEREAS, the fire marshal's office is authorized by Section 120 of the King
12 County Charter and K.C.C. 17.04.01007 to render such services and is agreeable to
13 rendering such services on the terms and conditions set forth in an interlocal agreement
14 and in consideration of payments, mutual covenants and agreements;

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 NOW, THEREFORE, BE IT MOVED by the Council of King County:

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 The county executive is hereby authorized to execute an interlocal agreement,

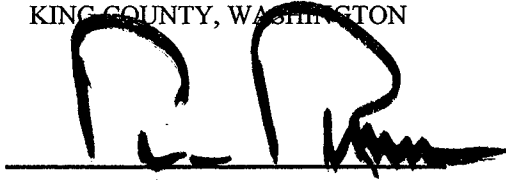
Motion 11164

16 substantially in the form attached, with the Kent fire department for the county to render
17 the hazardous materials inspections/permit program services.
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Motion 11164 was introduced on 3/19/01 and passed by the Metropolitan King County Council on 4/16/01, by the following vote:

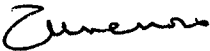
Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague and Mr. Thomas
No: 0
Excused: 1 - Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Interlocal Agreement between King County and Kent Fire Department

INTERLOCAL AGREEMENT
BETWEEN
KING COUNTY
AND
KENT FIRE DEPARTMENT

THIS AGREEMENT is made and entered into this day by and between King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County") and the Kent Fire Department (the "District/Department").

WHEREAS, RCW 19.27.031 provides that on and after January 1, 1975, there shall be in effect in all cities, towns, and counties of the state a state building code; and

WHEREAS, RCW 19.27.031 provides that a portion of the aforementioned code shall consist of the Uniform Fire Code and the Uniform "Fire Code Standards," published by the International Fire Code Institute; and

WHEREAS, RCW 19.27.040 authorizes counties to amend any component of the state building code as it applies within its jurisdiction in all such respects as shall not be less than the minimum performance standards and objectives enumerated in RCW 19.27.020; and

WHEREAS, K.C.C. 17.04.01013 provides that the term "fire marshal" as used in the Uniform Fire Code shall mean fire marshal of the building services division of the King County Department of Development and Environmental Services; and

WHEREAS, Section 103.2.1.2(1) of the King County Modifications to the Uniform Fire Code, as adopted by K.C. Ordinance 12560 provided the King County Fire Marshal's Office shall have responsibility for investigation, administration and inspection to promote compliance with the fire prevention provisions of the code; and

WHEREAS, Section 103.2.1.2(3) of the King County Modifications to the Uniform Fire Code, as adopted by K.C. Ordinance 12560 provides the King County Fire Marshal's may by written contract, delegate to the chief of the fire districts and fire departments authority for inspections and/or the enforcement of the fire prevention provisions of the code within their respective jurisdictions; and

WHEREAS, the "District/Department" desires to provide by agreement for effective inspection pursuant to the Uniform Fire Code within the jurisdictional boundaries of the District/Department and effective administration and inspection of the Hazardous Materials Inspections/Permit program; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act., RCW 39.34.

NOW, THEREFORE, in consideration of their mutual promises set forth herein, the County and District/Department hereby agree as follows:

1. COUNTY OBLIGATIONS

1.1. General. The County agrees to continue: to assume the enforcement powers for the Uniform Fire Code as provided for by King County Code Title 23; to be responsible for the issuance of all required permits or certificates; to collect all required permit fees; to reimburse the District/Department in accordance with the terms of this Agreement for additional insurance premium charges and for work performed as a result of the District/Department's participation in the activities described in this Agreement.

1.2. Ordinances. The County agrees that it shall notify the District/Department upon the adoption of any ordinance that affects or requires inspections to be made under the Uniform Fire Code or in any way affects the duties of the District/Department under the terms of this Agreement.

1.3 Forms. If the County specifies or requires any forms or written reports to be used under the terms of this Agreement, the County agrees to provide such forms to the District/Department at the expense of the County.

1.4. Reimbursement For Work Performed. The County agrees to reimburse the District/Department at the rate of \$100.00 per hour for travel and research time and inspections performed on any permit applications within the District's jurisdictional boundaries pursuant to this Agreement; provided that the County and District/Department may from time to time mutually agree to modify this reimbursement rate to more accurately reflect the actual cost of the District/Department's providing services authorized by this Agreement. Any modification to the reimbursement rate authorized herein shall be made in writing. District/Department billings for services rendered will be made quarterly, and the County shall examine the billings and process them for payment promptly upon their receipt.

2. DISTRICT/DEPARTMENT OBLIGATIONS

2.1 Permit Inspection of Occupancies. The District/Department agrees to perform Hazardous Materials Permit inspections within its jurisdictional boundary on behalf of the County in accordance with the terms and provisions of the Uniform Fire Code of King County, and the guidelines established by the King County Fire Marshal. In addition, the District/Department agrees to inspect occupancies, as defined in Section 301 of the Uniform Building Code, other than single family dwellings and those occupancies classified as "U", on an annual basis. The District/Department further agrees to make one reinspection when required. Additional reinspections or other actions required for code compliance may become the responsibility of the King County Fire Marshal's Office.

2.2. Identification of Required Permits. As part of its routine annual maintenance inspection process, the District/Department agrees to evaluate occupancies within its jurisdiction to determine whether circumstances exist that require permits under the Uniform Fire Code. When a circumstance requiring a permit is identified, the District/Department shall provide the occupant with a permit application, verify which code provisions for the permitted use or material are being met, initiate corrective action when needed, and notify the Fire Marshal's Office of any expired or missing permits.

2.3 Notice Upon Inability to Inspect. If for any reason the District/Department cannot meet any of the above obligations, the District/Department will promptly notify and seek additional assistance from the King County Fire Marshal's Office.

3. LIABILITY INSURANCE

3.1 Insurance Coverage. The District/Department agrees to carry at all times during the effective period of this Agreement commercial general and automobile liability insurance coverage against claims for injuries to persons or damages to properties which may arise from or in connection with any activities under this Agreement. Insurance shall be at least in the amount of \$2,000,000.00 covering the County as additional insured for all obligations and activities of the District/Department and its employees, volunteers and agents related to the performance of this contract.

3.2 Reimbursement. During the term of this Agreement, the County agrees to reimburse the District/Department for any additional annual insurance premium attributable to the District/Department's performance of obligations under this contract, provided that the amount or reimbursement shall not exceed \$1,150.00 per year. The payment shall coincide with the District/Department's normal insurance billing date of July 1. In the event of early termination of the contract, the District/Department shall pay to the County an amount equal to any funds returned to the District/Department by the insurance company as a result of such termination of contract.

3.3 Municipal or State Agency Provisions. If the contractor is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certificate of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

4. RECORDS AND DOCUMENTS

All records compiled by the District/Department under the provisions of this Agreement shall constitute records of the County and shall be made available to the County upon request.

All records and documents with respect to this Agreement shall be subject to mutual inspection and review by both parties during the performance of this Agreement and for seven (7) years after termination.

5. EMPLOYEE COMPENSATION AND CONTROL

The County shall be responsible for the payment of all salaries, wages, other benefits, and compensation to all county employees performing services under this Agreement. Further, the County shall be solely responsible for control of personnel, standards of performance, discipline, and all other aspects of performance of all county employees performing services under this Agreement.

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The District/ Department shall be responsible for the payment of all salaries, wages, other benefits, and compensation to all District/Department employees performing services under this Agreement. Further, the District/Department shall be solely responsible for control of personnel, standards of performance, discipline and all other aspects of performance of all District employees performing services under this Agreement.

In providing services under this Agreement, the District/Department is an independent contractor, and neither the District/Department nor its officers, agents or employees are employees of the County for any purpose. The District/Department shall be responsible for all the federal and/or state tax, administration; industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim or career service or civil service rights which may accrue to a County employee under state or local law.

6. NONDISCRIMINATION

In performing any obligations in this Agreement, neither the District/Department nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or applications for employment or in the administration or delivery of services or any other benefits under this Agreement.

The District/Department shall comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 as amended and the Americans with Disabilities Act of 1990.

7. NO THIRD PARTY BENEFICIARY INTENDED

This Agreement is intended solely to provide assistance to the County and District/Department and is not intended to benefit any third party.

8. ADMINISTRATION

This Agreement shall be administered by the King County Fire Marshal or his/her designee, and the District/Department Manager, or his/her designee.

9. DURATION

This Agreement shall take effect on the date fully executed below and shall automatically renew for two consecutive annual terms thereafter unless otherwise terminated in accordance with Section 10 of this Agreement.

10. TERMINATION

Either party may terminate this Agreement upon providing written notice to the other party a minimum of thirty (30) days prior to the otherwise applicable annual renewal date. A party's decision to terminate this Agreement at any annual renewal term need not be for cause and may appropriately factor, among other matters, the sufficiency of any reimbursement or insurance rate modifications authorized pursuant to Sections 1.4 and 3.1 respectively. In addition, the failure to comply with any of the provisions stated herein shall constitute material breach and shall constitute cause for immediate termination. Any termination of this Agreement shall not terminate those obligations of either party that matured prior to such termination.

11. INDEMNIFICATION

11.1 The County shall indemnify and hold harmless the District/Department and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the District/Department, the County shall defend the same at its sole cost and expense; provided that the District/Department retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the District/Department and its officers, agents, employees, or any of them, or jointly against the District/Department and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

11.2 The District/Department shall indemnify and hold harmless the County and its officers, agents and employees or any of them from and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the District/Department, its officers, agents and employees, or any of them in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the District/Department shall defend the same at its sole cost and expense; provided, that the County retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the County and of it officers, agents, employees, or any of them, or jointly against the District/Department and county and their respective officers, agents and employees or any of them the District/Department shall satisfy the same.

11.3 The District/Department and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the District/Department, its agents, employees, and/or officers, and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

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12. AMENDMENTS

This Agreement is the complete expression of the terms hereto, and any oral representation or understandings not incorporated herein excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

KING COUNTY

DISTRICT/DEPARTMENT

King County Executive

Dated

Approved as to form:

King County
Sr. Deputy Prosecuting Attorney

Dated

Approved as to form: