



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 17, 2001

Motion 11243

Proposed No. 2001-0376.1

Sponsors Fimia

1 A MOTION authorizing the county executive to enter into
2 an interlocal agreement with the city of Kenmore relating to
3 the King County fire marshal's office rendering of fire code
4 administration and review.

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6

7 WHEREAS, the city of Kenmore, 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

10 WHEREAS, the county and city agree that the King County fire marshal's office
11 is in the best position to administer the city fire codes on behalf of the city as specifically
12 provided in an interlocal agreement;

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

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

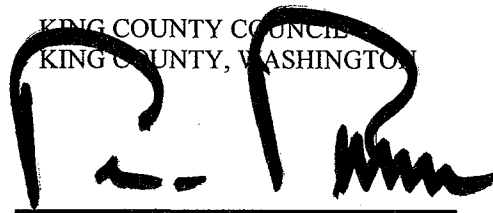
Motion 11243

15 substantially in the form attached to this motion, with the city of Kenmore for the county
16 to administer and enforce the uniform fire code.
17

Motion 11243 was introduced on 7/9/01 and passed by the Metropolitan King County Council on 7/16/01, by the following vote:

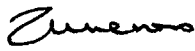
Yes: 11 - Mr. von Reichbauer, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Thomas and Mr. Irons
No: 0
Excused: 2 - Ms. Miller and Ms. Hague

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 the City of Kenmore Relating to Administration and Enforcement of the Uniform Fire Code

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF KENMORE RELATING TO ADMINISTRATION
AND ENFORCEMENT OF THE UNIFORM FIRE CODE**

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 City of Kenmore, a municipal corporation in the State of Washington (hereinafter referred to as the "City").

WHEREAS, the City maintains all local governmental authority and jurisdiction to apply and enforce Uniform Fire Code standards within its incorporated limits, and

WHEREAS, the City's adopted fire codes closely parallel those adopted by King County; and

WHEREAS, the County and City agree that the King County Fire Marshal's Office is in the best position to administer the City Fire Codes on behalf of the City as specifically provided in this Agreement, and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions on fire code matters shall be made by the City, and

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

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

1. Authorization to Administer and Enforce Fire Code.

1.1 Authorization. The City hereby authorizes the King County Fire Marshal's Office to conduct City fire code administration and review on behalf of the City for properties within the City's incorporated limits as set forth below. The City agrees to take any legislative or other steps necessary to enable the County to take actions described herein.

1.2 Fire Permit Application Review.

1.2.1 The County shall review applications for ancillary fire permits, which include but are not necessarily limited to permits for fire sprinkler, fire alarm systems,

fixed fire extinguishing systems, tanks, and flammable spray booths. The County agrees to accept such applications and collect associated permit fees; to review such applications in accordance with applicable fire code standards adopted by the City; to issue, issue with conditions, or deny such applications; to perform post-approval inspections up to and including final sign-off of the project.

1.2.2 In addition, upon request of the City, the County may agree to conduct or attend pre-application meetings, to perform further inspections, or to provide further assistance to the City regarding projects identified in such applications.

1.3 Annual Permits and Inspections. The County shall review and conduct annual inspections for hazardous material permits and public assembly permits. The County shall additionally conduct annual inspections for PBX, multi-family buildings and other occupancies, to the extent City Codes require such inspections. The County agrees to collect associated review fees, which will cover the County's costs associated with this work; to perform annual maintenance inspections in accordance with applicable fire code standards adopted by the City. The County will respond to all maintenance fire inspection requests within three (3) working days of receipt.

1.4 Fire Code Review. Upon request, the County shall assist the City with its fire code review of applications for building and land use permits that are processed by the City. Such review may include attendance at pre-application meetings, upon reasonable advance notice by the City; review of application submittals for fire code compliance; issuance of a recommendation to the City regarding the application's satisfaction of applicable fire code requirements; inspection of approved projects to evaluate compliance with City conditions and requirements.

1.5 Fire and Life Safety Advice. The County shall provide the City with fire and life safety advice upon written request.

1.6 Code Enforcement.

1.6.1 The City shall retain responsibility for taking in any code enforcement complaints concerning property within the City. In the event that the County receives code enforcement complaints from citizens or from fire districts regarding fire code compliance within the City, the County shall forward such complaints to the City.

1.6.2 The City may refer a code enforcement complaint to the County for further review and/or inspection. Upon request, the County will provide a recommendation for code enforcement action to the City's Building Official. Any decision whether to pursue formal code enforcement shall be made by the City's Building Official.

1.6.3 Nothing in this Agreement is intended to limit the City's ability to pursue code enforcement activities independent of actions under taken by the County pursuant to this Agreement.

1.6.4 In particular cases, upon written request of the City, the County may agree to pursue formal code enforcement action on behalf of the City. Such action may include issuance of such administrative orders that the City determines are appropriate, staffing or otherwise assisting the City in any associated administrative code enforcement hearing review of such orders, monitoring and reporting to the City compliance with requirements specified in issued an administrative order. Formal code enforcement actions, if any, shall be undertaken in accordance with applicable City procedures.

1.7 Administrative Hearings and Appeals.

1.7.1 Upon written request by the City, the County may agree to staff or otherwise assist the City in any administrative hearing or appeal of permit decisions made

or code enforcement actions taken by the County pursuant this Agreement. Such assistance may include issuing hearing or appeal notices, preparing a staff report, and/or providing hearing testimony on behalf of the City.

1.7.2 Upon written request by the City, the County may additionally agree to have the King County Hearing Examiner conduct public hearings or appeals on behalf of the City for particular of permit decisions made or code enforcement actions taken by the County pursuant to this Agreement. In cases where the County Hearing Examiner conducts a public hearing on behalf of the City, the Hearing Examiner shall issue a report and recommendation to the City's Building Official. All final decision making authority in such matters shall remain with the City.

1.7.3 Upon written request by the City, the County may additionally agree to have the King County Fire Code Board of Appeals consider proposed deviations from the standards established for life safety/rescue access, fire detection systems and fire sprinkler systems; and/or to determine and decide the suitability of alternate materials and methods of construction. Any decision rendered by the Board shall be advisory only, and final decision authority on such matters shall remain with the City.

2. Fees and Reimbursements.

2.1 In order to cover the cost of processing permit applications in accordance with the terms of this Agreement, the County is authorized to collect and retain such application and other fees authorized by those County fee ordinances in effect at the time of application or service. In particular, such application review fees are intended to cover the cost of those County services identified in sections 1.2.1 and 1.3 above.

2.2 For all applications excluded from County processing or transferred to the City pursuant to the terms of this Agreement, the County will retain the base permit fee and a

percentage of fees equivalent to the percentage of permit processing and administration performed by the County on the Application. Any remaining application fees received by the County for such applications prior to exclusion or transfer shall be promptly forwarded to the City.

2.3 In order to cover the cost of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, the City shall pay the County at the hourly rate specified in King County Code Title 27 at the time such service was provided. The County shall provide the City ninety (90) days advance notice of any changes to these hourly rates. For any activities or assistance that will exceed three (3) hours of billing by the County, the County shall confirm authorization to proceed with the City. The County shall provide the City with monthly invoices for assistance and services provided pursuant to this Agreement, and the City shall tender payment to the County within thirty (30) days after the invoice is received. In particular, such City payments are intended to cover the cost of those County services identified in sections 1.2.2, 1.4, 1.5, 1.6 and 1.7 above.

2.4 In the event that the City and County agree to use County Hearing Examiner services as specified in paragraph 1.7.2 above or the Fire Code Board of Appeals as specified in paragraph 1.7.3, the City shall reimburse the County for the actual cost of such services, including associated overhead. The method and measure of reimbursement shall be included in any agreement by the County to perform such services.

3. Exclusion of Particular Projects or Types of Review. The City or County may at any time exclude from County review any projects or types of review that either the City or County determines would be more appropriately processed by the City. In the event that a project is excluded from further County review by either the City or County, the County shall transfer its project file, if any, to the City for any and all further processing.

4. **Duration.** This Agreement shall become effective on the date last executed below and shall thereafter continue in effect until December 31, 2005, unless otherwise terminated in accordance with Section 5 or extended as provided in Section 6.

5. **Termination.** Either party may terminate this Agreement upon providing at least sixty (60) days written notice to the other party. Upon termination of this Agreement, the County shall cease further processing, enforcement, and related functions with respect to applications it is processing under this Agreement. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the incorporated area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

6. **Extensions.** The parties may agree to extend the duration of this agreement for up to three additional years. To extend the Agreement, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable expiration date. The request shall specify the proposed term of the extension. The parties must agree to the extension in writing by the termination date or the agreement will lapse.

7. **Application Process.** The City will prepare and have available for applicants and other interested parties a document describing the handling of applications based on this Agreement. The County shall assist the City in preparing these documents.

8. **Indemnification.**

8.1 The County shall indemnify and hold harmless 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 of any nature whatsoever, by reason or arising out of any negligent actions 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 City, the County shall defend the same at its sole cost and expense, provided that the City 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 City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

8.2 The City shall indemnify and hold harmless the County 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 actions or omission of the City, 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 City 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 their respective officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them the City shall satisfy the same.

8.3 The City 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 City, 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.

8.4 The parties acknowledge that any claims such claims, actions, suits, liability, loss, costs, expenses and damages based upon the existence or application of City codes, City regulatory standards or City requirements are acts of the City, and the City shall defend the same at its sole cost and expense; and if final judgment be rendered against the County and their respective officers, agents, and employees or any of them for such matters, the City shall satisfy the same.

9. **Personnel.** Control of personnel assigned by the County to process work under this Agreement shall remain with the County. Standards of employee performance, discipline and all other aspects of employee performance shall be governed by the County.

10. **Administration.** This Agreement shall be administered by the County Director of the Development and Environmental Services or his/her designee, and the City Manager or his/her designee.

11. **Amendments.** This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modification to this Agreement shall be in writing and signed by both parties.

12. **Legal Representation.** Except as set forth in Section 8, the services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

13. **Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in the Agreement based upon any provisions set forth herein.

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

KING COUNTY

King County Executive

Dated

Approved as to Form:

NORM MALENG
King County Prosecuting Attorney

By: _____
Senior Deputy Prosecuting Attorney

Dated

CITY OF KENMORE

City Manager

Dated

Approved as to Form:

City Attorney

Dated