



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 23, 2008

Ordinance 16150

Proposed No. 2008-0278.1

Sponsors Dunn

1 AN ORDINANCE relating to fire prevention inspections at
2 the Enumclaw Exposition Center, formerly the King
3 County Fairgrounds, authorizing the King County
4 executive to enter into an interlocal agreement between the
5 city of Enumclaw and King County, relating to fire
6 inspections at the Enumclaw Exposition Center.

7
8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 **SECTION 1. Findings:**

10 A. The King County fire marshal or the fire marshal's authorized designee has the
11 responsibility for inspection functions to promote compliance with the fire prevention
12 provisions of the International Fire Code and the King County Fire Code codified at
13 K.C.C. chapter 17.04 within unincorporated King County.

14 B. The city of Enumclaw maintains a municipal fire department. The city's fire
15 chief is the head of the city's municipal fire department and carries out fire inspection on
16 properties located within the city.

17 C. In 2007, the county transferred the King County Fairgrounds to the city of
18 Enumclaw, and the city renamed the property the Enumclaw Exposition Center. The city
19 owns and operates the Enumclaw Exposition Center, which is currently located in
20 unincorporated King County, but is expected to be annexed to the city following this
21 year's county Comprehensive Plan update process.

22 D. The city wishes to carry out fire prevention inspections at the Enumclaw
23 Exposition Center before the annexation.

24 E. The city and the county desire to facilitate an orderly transition of fire
25 inspection services associated with the Enumclaw Exposition Center, and have negotiated
26 an agreement to facilitate an orderly transition of services, as authorized and provided for
27 by the Interlocal Cooperation Act, chapter 39.34 RCW. The proposed agreement is
28 consistent with similar agreements the county has entered into with other jurisdictions.

29 SECTION 2. The King County executive is hereby authorized to enter into the

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31 interlocal agreement between the city of Enumclaw and King County, substantially in the
32 form of Attachment A to this ordinance.

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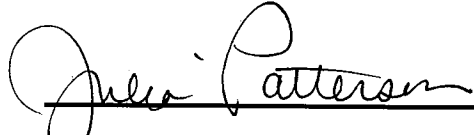
Ordinance 16150 was introduced on 5/27/2008 and passed by the Metropolitan King
County Council on 6/23/2008, by the following vote:

Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von
Reichbauer, Mr. Ferguson, Mr. Gossett, Mr. Phillips and Ms. Hague

No: 0


Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Julia Patterson, Chair

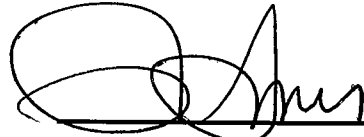
ATTEST:



Anne Noris, Clerk of the Council

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CLERK
KING COUNTY COUNCIL

APPROVED this 26 day of June, 2008.



Ron Sims, County Executive

Attachments A. Interlocal Agreement Between the City of Enumclaw and King County, Relating to
Fire Inspections at the Enumclaw Exposition Center

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ENUMCLAW AND
KING COUNTY, RELATING TO FIRE INSPECTIONS AT THE ENUMCLAW
EXPOSITION CENTER**

THIS AGREEMENT is made and entered into 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 Enumclaw, a municipal corporation in the State of Washington (hereinafter referred to as the "City").

WHEREAS, the King County Fire Marshal has the responsibility for inspection functions to promote compliance with the fire prevention provisions of the International Fire Code and the King County Fire Code codified at K.C.C. 17.04; and

WHEREAS, the City maintains a municipal fire department; and

WHEREAS, the City's Fire Chief is the head of the City's municipal fire department; and

WHEREAS, the City's Fire Chief carries out fire prevention inspections on properties located within the City; and

WHEREAS, the Enumclaw Exposition Center is owned by the City but is currently located in unincorporated King County; and

WHEREAS, the City wishes to carry out fire prevention inspections at the Enumclaw Exposition Center; and

WHEREAS, the City and the County desire to facilitate an orderly transition of fire inspection services associated with the Enumclaw Exposition Center; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, and other Washington law, as amended;

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

1. Applicable Law

1.1 The City is hereby authorized to undertake fire prevention inspections at the Enumclaw Exposition Center, located at 45224 284th Ave. SE in Enumclaw, Washington, on behalf of the King County Fire Marshal.

1.2 King County's Fire Code provisions will govern all inspections of facilities at the Enumclaw Exposition Center by the City.

1.3 Upon written request by the City, the County may provide technical and administrative assistance to the City in performing inspections of the Enumclaw Exposition Center.

2. Enforcement Actions

2.1 The County shall retain all authority for performing any formal code enforcement proceedings with regard to any code violations at the Enumclaw Exposition Center. Such enforcement shall be in accordance with the applicable County rules and regulations. Any administrative code enforcement appeal hearings shall be heard by the County.

2.2 If the City of Enumclaw fire department determines after an inspection of the Enumclaw Exposition Center that a violation of the King County Fire Code exists, it shall immediately notify the County.

3. Fees/Reimbursement

3.1 In order to fully cover the costs of providing technical assistance, administrative assistance or other services pursuant to this Agreement, the City shall reimburse the County at the hourly amount specified in King County Code title 27 as currently adopted or hereinafter amended. The parties understand that the rate of reimbursement, currently \$144.90 per hour, may increase if King County's Title 27 hourly fees amount is amended.

3.2 All payments by the City shall be made to the County within (30) days of the County's invoicing those fees.

4. Filing Documents

The City shall forward copies of all documents reviewed or produced related to its fire inspections of the Enumclaw Exposition Center within thirty (30) days of the date of the inspection. Copies of all documents that the County will require and prepare in the performance of the services identified in this Agreement shall be copied to the City.

5. Legal Representation

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 expense.

6. Indemnification

6.1 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the fire inspections of the Enumclaw Exposition Center carried out by the City. If any cause, claim, suit, action, or administrative proceeding is commenced regarding inspections, failures to inspect or damages related to inspections or failures to inspect, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

6.2 The City shall indemnify and hold harmless the County, its officers, agents or employees, or any of them, from any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, by reasons of or arising out of any negligent act or omission of the City, its officers, agents or employees, or any of them relating to or arising out of performing services pursuant to this Agreement, except for injuries and damages caused by the sole negligence of the County. In the event that

any such 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 such suit if any principle of government or public law is involved. If final judgment is rendered in said suit against the County, its officers, agents, or employees, or any of them, or jointly against the City and the County or their respective officers, agents or employees, or any of them, the City shall satisfy same to the extent of the City's negligence.

7. Term and Termination

7.1 This Agreement shall be effective on the date last signed by the parties and shall remain in effect until the Enumclaw Exposition Center is annexed to the City unless either party otherwise terminates the Agreement in accordance with the procedures outlined herein.

7.2 Either party shall have the right to terminate this Agreement at any time, with or without cause, upon the giving of thirty (30) days written notice to the other of such termination.

7.3 Upon the termination of this Agreement, for reasons other than the annexation of the Enumclaw Exposition Center to the City, the City shall cease further fire inspection of the Enumclaw Exposition Center and shall also, within forty-five (45) days of giving or receiving notice of the termination of this Agreement, transfer to the County all fire inspection related files. If the Agreement terminates because of the annexation of the Enumclaw Exposition Center to the City, the City shall assume responsibilities for fire inspections of the Enumclaw Exposition Center pursuant to the Enumclaw City Code.

8. Administration and Contact Persons

The parties stipulate that the following persons shall be the administrators of this Agreement and shall be the contact person for their respective jurisdiction.

City of Enumclaw

King County

Fire Chief, City of Enumclaw

Director, King County Department of
Development and Environmental Services

1330 Wells Street

900 Oakesdale Avenue Southwest

Enumclaw, WA 98022

Renton, WA 98057-5212

9. General Provisions

- 9.1 Entire Agreement. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreements shall be effective for any purpose.
- 9.2 Filing. A copy of this Agreement shall be filed with the Enumclaw City Clerk.
- 9.3 Records. Until December 31, 2012, any of either party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. Other provisions of this section notwithstanding, fire inspection records shall be retained according to the state records retention schedule as

provided in RCW Title 42 and related Washington Administrative Code provisions.

- 9.4 Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.
- 9.5 Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
- 9.6 Authority. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.
- 9.7 No 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 this Agreement.
- 9.8 Notice. Any notices required to be given by the parties shall be delivered at the addresses set forth above in Section 8. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 9. Any notices so posted in the United States mail shall be deemed received three days after the date of mailing.

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

King County

Ron Sims, County Executive

Dated

Approved as to form

DAN SATTERBERG,
King County Prosecuting Attorney

By John Briggs
Senior Deputy Prosecuting Attorney

Dated

City of Enumclaw

John Wise, Mayor

Dated