

September 22, 1992  
CG/lk 304X.2

Introduced by: DAVIDEY CHAIKOFF

Proposed No.: 92-740

MOTION NO. 8812

A MOTION authorizing the King County executive to enter into an interlocal agreement with the City of Lake Forest Park to provide fire protection permits.

WHEREAS, the City of Lake Forest Park is desirous of entering into an agreement with King County relating to the provision of fire protection sprinkler systems permits, fire alarm system permits, and annual inspection of commercial buildings for compliance with the Uniform Fire Code, and

WHEREAS, the County has experience and expertise relating to the processing of automatic fire protection sprinkler systems permits, fire alarm system permits, and annual inspection of commercial buildings for compliance with the Uniform Fire Code, and

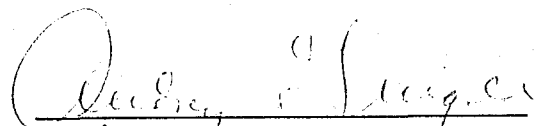
WHEREAS, the City of Lake Forest Park has requested that the County perform these duties;

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


The King County executive is authorized to enter into an interlocal agreement, substantially in the form attached, with the City of Lake Forest Park relating to processing of fire protection sprinkler systems permits, fire alarm system permits and annual inspection of commercial buildings for compliance with the Uniform Fire Code.

PASSED this 19th day of October, 1992

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF LAKE FOREST PARK

relating to the processing of automatic fire protection sprinkler systems permits, fire alarm system permits, and annual inspection of commercial buildings for compliance with the Uniform Fire Code.

THIS AGREEMENT is made and entered into this day by and between King County, a home rule charter county and a political subdivision of the State of Washington (the "County"), and the city of Lake Forest Park, a municipal corporation of the State of Washington (the "City").

WHEREAS the County has experience and expertise relating to the processing of automatic fire protection sprinkler systems permits, fire alarm system permits, and annual inspection of commercial buildings for compliance with the Uniform Fire Code, and

WHEREAS the City has requested that the County perform these duties;

NOW THEREFORE, in consideration of the terms and conditions of this interlocal cooperation Agreement, the mutual benefits accruing to the parties and as authorized by the Interlocal Cooperation Act, RCW 39.34, it is agreed by and between the City and the County as follows:

1. County Responsibilities

A. The County, in accordance with rules and regulations adopted by the City, shall review, approve or disapprove applications for fire alarm systems and fire protection sprinkler system permits. The processing of such applications by the County shall include follow-up inspections on approved applications and enforcement of any approval conditions from application through final inspection approval or final occupancy approval, as applicable. The City shall be responsible for all enforcement actions, including those relating to the above applications.

B. Within budgetary constraints, the County agrees to process such applications at the same level of service provided County applications, including processing, time and in accordance with the County's administrative procedures regarding such applications generally.

C. The County, in accordance with rules and regulations adopted by the City, shall conduct annual inspections on commercial buildings for compliance with the Uniform Fire Code.

D. It is the parties' intent that the County's responsibilities are administrative and ministerial only. All discretionary decisions, including those under subsection 2(A) of this Agreement shall be the responsibility of the City.

2. City Responsibilities

A. The City shall be the lead agency for purposes of compliance with procedural requirements of the State Environmental Policy Act, Chapter 43.21(C) RCW and the rules promulgated therein, which are codified in Chapter 197-11 WAC, with respect to all applications identified in Paragraph 1 of this agreement. The City shall promulgate rules and regulations with regard to such applications and permits, which are substantially in conformance with the applicable County rules and regulations regarding such applications and permits.

B. To defray the costs of the County's services provided pursuant to this Agreement, the County shall be paid all filing fees and such other fees as are authorized by County ordinance. The City shall adopt by ordinance filing fees and such other fees as are authorized by County fee ordinances, either currently or as modified in the future by the King County Council. For 1992, the City shall pay an initial fee of \$1,875.00 for fire code inspections on existing commercial buildings. Beginning in 1993, the City will pay a flat rate of \$1,875.00 plus an additional amount, which is equal on a percentage basis to the King County fee increase for similar services from the previous year for similar services. The rate will also be increased by the same percentage as any increase in the inventory of buildings to be inspected within the City.

C. Except as set forth in paragraph 3B below and except for such routine advice as may be provided to the county in furtherance of its services as described in this Agreement, the services provided by the County pursuant to this Agreement do not include legal services or legal representation, which shall be provided by the City at its own expense.

D. It is the parties' intent that the County's responsibilities are administrative and ministerial only. All discretionary decisions, including those under subsection 2(A) of this Agreement shall be the responsibility of the City.

3. Indemnification

A. 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 adoption,

existence, validity or effect of City ordinances,, rules or regulations. If any such cause, claim, suit, action, or administrative proceeding is commenced, 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.

B. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees in performing services pursuant to this Agreement.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgement be rendered against the County and its officers, agents, and employees or jointly against the City and the County and their respective officers, agents, and employees the County shall satisfy the same.

C. The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expense; and if final judgment be rendered against the County and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees, the City shall satisfy the same.

4. This Agreement shall be administered by the Manager of the Building and Land Development Division ("BALD") or his/her designee, and the City Manager, or his/her designee.

5. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, modifications to this Agreement shall be in writing signed by both parties.

6. Terms and Termination

A. This Agreement shall be effective on \_\_\_\_\_ and shall renew automatically from \_\_\_\_\_

year to year unless either party initiates termination procedures as outlined in section 6B.

B. Either party shall have the right to cancel this agreement at any time upon the giving of thirty (30) days written notice to the other of such cancellation. In the event of such cancellation, all monies allocated under this agreement shall become immediately due and payable. The cancellation of this agreement shall not affect the validity of any license issued pursuant to City Ordinance \_\_\_\_\_ as now or hereafter amended.

7. Disputes

Any problem which cannot be resolved by the designated administrators shall be referred to the City Manager and the King County Executive for settlement.

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

KING COUNTY

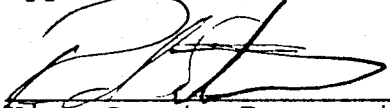
LAKE FOREST PARK

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Approved as to form:

Approved as to form:



King County Prosecuting Attorney

City Attorney