

March 8, 1993  
CG/jwr 306G.2

Introduced by: KENT PULLEN

Proposed No.: 93-93

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MOTION NO. ~~8995~~

A MOTION authorizing the King County executive to enter into an interlocal agreement with the City of Black Diamond relating to the annual inspection of commercial buildings for compliance with the Uniform Fire Code.

WHEREAS, the City of Black Diamond is desirous of entering into an agreement with King County relating to the inspection of commercial buildings for compliance with the Uniform Fire Code, and

WHEREAS, the county has experience and expertise relating to the annual inspection of commercial buildings for compliance with the Uniform Fire Code, and

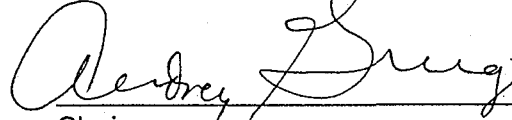
WHEREAS, the City of Black Diamond has requested that the county perform these duties;

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 Black Diamond relating to the annual inspection of commercial buildings for compliance with the Uniform Fire Code.

PASSED this 17<sup>th</sup> day of May, 1993

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

Attachment: Exhibit 1, Black Diamond Interlocal Agreement: Fire Inspection

**INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF BLACK DIAMOND**

relating to annual inspections 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 Black Diamond, a municipal corporation of the State of Washington (the "City").

WHEREAS the County has experience and expertise relating to the annual inspections 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 conduct annual inspections on commercial buildings for compliance with the Uniform Fire Code.

B. 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 City shall pay for 1993 an initial fee of \$900.00 for fire code inspections on existing commercial buildings. Beginning in 1994, the City shall pay a flat rate of \$900.00 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 2A 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 as 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, cost, expenses, and damages of any nature whatsoever, which are caused by and 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 judgement 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 representation 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

BLACK DIAMOND

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Executive

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Mayor

Approved as to form:

Approved as to form:

\_\_\_\_\_  
King County Prosecuting  
Attorney

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