

September 6, 1996
421G2 CVG

Introduced By:

LARRY GOSSETT

Proposed No.:

96-755

MOTION NO. **9997**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

A MOTION authorizing the County Executive to enter into interlocal agreements with King County fire districts to conduct Uniform Fire Code inspections and services relative to administration and inspection of the Hazardous Materials Inspections and Permit program.

WHEREAS, RCW 19.27.030 requires counties adopt a Uniform Fire Code and Fire Code Standards, and

WHEREAS, by Ordinance 10608 King County (hereafter the county) did adopt such a Uniform Fire code and provided for the delegation by written contract of the authority for chiefs of fire districts and fire departments to conduct inspections and provide enforcement of the fire prevention provisions of the code within their respective jurisdictions, and

WHEREAS, the King County Fire Marshal desires to enter into agreement with King County fire districts to provide for effective inspection pursuant to the Uniform Fire Code within the jurisdictional boundaries of fire districts and departments and for effective administration and inspection of the Hazardous Materials Inspections and Permit program, and

WHEREAS, pursuant to RCW 39.34, the county and the fire districts are each authorized to enter into an agreement for cooperative actions;

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

The county executive is authorized to execute interlocal agreements, substantially in the form attached, with the King County Fire Districts for Uniform Fire Code and Hazardous Material Program inspections.

PASSED by a vote of 12 to 0 this 18th day of November, 1996

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hague
Chair

ATTEST:
Gerald A. Peterson
Clerk of the Council

Attachments: Interlocal Agreement

WHEREAS, this Agreement is authorized by the Interlocal Agreement 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 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 \$85.00 per hour for travel and research time and inspections performed on any permit applications within the District's jurisdictional boundaries pursuant to this Agreement.

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 a "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 which require permits under the Uniform Fire Code. When a circumstance requiring permit is identified, the District/Department shall provide the occupant with a permit application, verify which code provisions for the permitted use or material being are 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 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 of reimbursement shall not exceed \$1150.00 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.

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.

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 federal and/or state tax, 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 application 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 County Fire Marshall

or his/her designee, and the District/Department Manager, or his/her designee.

9. DURATION.

This Agreement shall take effect on the 1st day of January, _____, and shall terminate one year thereafter on the 31st day of December, _____, unless otherwise terminated in accordance with Section 10 of this Agreement.

10. TERMINATION.

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. 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 judgement 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 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 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 judgement be rendered against the County 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 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.

12. AMENDMENTS.

This Agreement is the complete expression of the terms hereto, and any oral representation or understandings not incorporated herein are 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

County Executive

Dated

Dated

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney
