

Attachment A

**INTERLOCAL AGREEMENT
BETWEEN
KING COUNTY
AND
THE CITY OF BELLEVUE FIRE DEPARTMENT
RELATING TO THE ADMINISTRATION OF
AN ANNUAL FIRE INSPECTION PROGRAM IN
UNINCORPORATED KING COUNTY**

THIS AGREEMENT RELATING TO THE ADMINISTRATION OF AN ANNUAL FIRE INSPECTION PROGRAM ("Agreement") is made and entered into this day by and between King County, a home rule charter county in the State of Washington (the "County") and the City of Bellevue Fire Department, a municipal corporation/political subdivision in the State of Washington ("Service Provider").

WHEREAS, the County maintains all local governmental authority and jurisdiction to adopt, interpret and amend the International Fire Code ("IFC"); and

WHEREAS, the County has exercised such authority by adopting the King County Fire Code ("KCFC") standards within its unincorporated areas; and

WHEREAS, the County may delegate the authority to conduct inspections for the fire prevention provisions adopted under the fire code to the chiefs of the Service Providers through interlocal agreement; and

WHEREAS, the County and Service Provider agree that the local fire district, regional fire protection service authority or City fire department is in the best position to administer and perform the annual fire code inspections on behalf of the County as specifically provided in this Agreement; and

WHEREAS the Service Provider possesses authority to provide the services identified in this Agreement pursuant to RCW 52.12.031(6), RCW 52.26.090(2) and RCW 19.27.050; and

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

WHEREAS, this Agreement is authorized by the King County Code Title 17.04.230(3); and

WHEREAS, this Agreement is authorized under RCW 19.27.110 and 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 County and Service Provider as follows:

1. Authorization to Administer Sections of International Fire Code.

1.1 Authorization. The King County Fire Marshal hereby authorizes and delegates administrative authority to the Chief of the Service Provider to conduct County fire code inspections in accordance with IFC Sections 105 and 106, and the KCFC as may be subsequently amended by the County, on behalf of the County within the unincorporated areas as set forth in this Agreement (the "Program"). The Program will be conducted for those operational permits required under IFC 105.1.1, identified in IFC 105.6, and as required by the County.

1.1.1 General Inspection Authority. The Service Provider shall have the authority to perform building and property inspections that it deems necessary to provide fire prevention services and pre-fire planning inspection for properties that do not require an operational permit as identified in the Program. No inspection fee or permit shall be required for any building and property inspected outside of the requirements of the Program. The scope of the Program may be periodically amended by written mutual agreement between the County and Service Provider, as allowed by State and County codes.

1.1.2 Designation. For the purposes of this Agreement, the County designates the Service Provider's Fire Chief as the County's Fire Chief

and the Service Provider's Fire Chief or designee as the fire code official within the defined Service Area.

1.1.3 Service Area. The Service Provider shall be responsible for administering the Program in the unincorporated area of King County, as identified in **Exhibit A**.

1.2 Collection of Fees. In consultation with the County Fire Marshal or Director of the Department of Development and Environmental Services ("DDES"), the Service Provider shall establish an annual fee schedule that does not exceed the County's current fee schedule. The Service Provider shall be responsible for assessing and collecting any and all fees charged under the Program, and shall have the authority to retain and expend all fees collected under this Agreement.

1.2.1 Annual Fee Adjustment. The Service Provider may adjust its fee schedule each year, on a June to June cycle, by the amount equal to the percentage increase in the Consumer Price Index (All Urban Consumers) for Seattle-Tacoma-Bremerton, provided that the adjustment does not cause the Service Provider's fee schedule to exceed the County's fee schedule.

1.3 Applicable Codes and Standards. The Service Provider shall have authority under King County Code Title 17 and Washington Administrative Code (WAC) 51-54 to implement and fulfill the provisions of this agreement.

2. Administration and Implementation of the Inspection Program.

2.1 Scope. The County shall maintain a master list of all real property with valid permits, identified as part of the Program, in the Service Area identified in **Exhibit A**. The master list shall be provided within 45 days of execution or renewal of this Agreement to the Service Provider and, in addition to any permit applications received by the Service Provider, shall constitute the Service Provider's scope of work under the Agreement. The Service Provider shall maintain a list of all permit applications, inspection records and permits issued under the Agreement, and provide the same to the County by December 31st of each year.

2.2 Building File. At the Service Provider's request, the County shall provide the Service Provider with a copy of the existing fire inspection permit file for any property identified on the master list. The fire inspection file may contain any operational permit inspection records, the Certificate of Occupancy (if applicable), any issued permit information including fire protection systems, building, and operational permits, and any past code enforcement actions.

2.3 Application Submittal. The County shall direct all requests for operational permits within the Service Area directly to the Service Provider. The Service Provider shall establish the permit application requirements, and utilize its Permit Application Form. The Service Provider shall receive and process all operational permit applications relating to the Service Area.

2.4 Inspections. The Service Provider shall conduct inspections on permits within the scope of this Agreement at least once annually, but has the discretion to inspect more frequently. The Service Provider shall establish and utilize its Inspection Form.

2.4.1 Inspection Procedures. The County and the Service Provider shall follow the below-enumerated procedures to ensure coordination of Service Provider's inspections identified as part of the Program.

- a) The Service Provider will determine if a valid permit is held by the owner of the occupancy requiring a permit. If a valid permit is not held, the Service Provider shall inform the owner of the occupancy that a Permit Application Form must be completed and filed with the Service Provider.
- b) If the owner of the occupancy denies the Service Provider right of entry, the occupancy name, address, date of the denied entry, and a brief written narrative of the circumstances are to be forwarded to the County Fire Marshal for code enforcement.
- c) If, after three attempts within ninety (90) days, the Service Provider is unable to make contact with the owner of the occupancy, the occupancy name, address and a brief written narrative of the circumstances including dates of attempts made are to be forwarded to the County Fire Marshal for code enforcement.

d) If the Service Provider does not identify a code violation during the permit inspection, the Service Provider shall document the same on the Inspection Form.

2.4.2 Violations of the Fire Code. The County and the Service Provider shall follow the below-enumerated procedures to ensure coordination of the County's enforcement of the fire code.

a) If the Service Provider identifies a code violation(s) during the inspection, the Service Provider shall document the same with specific code citations for each violation found on the Inspection Form and will issue a written inspection notice and schedule a re-inspection of the occupancy to the responsible party.

b) If the Service Provider determines that a violation constitutes an immediate danger to life or property, the Service Provider shall immediately contact the County Fire Marshal and may post a stop work order or other emergency order at the Service Provider's discretion.

c) The Service Provider shall work with the responsible party until the corrections are made, until no further progress is made in correcting the violations, or until 90 days has elapsed from the initial inspection. If the responsible party is unable to achieve required corrections as described above, the Service Provider shall forward the responsible party name, address, list of violations, and a brief written narrative of the circumstances to the County Fire Marshal for code enforcement. The Service Provider shall not have independent authority to issue fines for code violations or initiate enforcement actions.

d) The County shall promptly provide a written status report on all code enforcement matters within the Service Provider's Service area upon request.

2.5 Permit Issuance. The Service Provider shall issue operational permits to applicants once all applicable fire codes and standards have been met and any fees have been paid. The Service provider shall establish the content of, and utilize, the Permit Form used for the issuance of permits.

2.6 Form Review and Approval. The County Fire Marshal shall review and approve the forms to be utilized by the Service Provider.

2.7 County Assistance.

2.7.1 Interpretation of Codes. The Service Provider shall consult with the County when an interpretation of an applicable code is needed to carrying out of the provisions of this Agreement. The County retains authority to make all discretionary decisions required by the KCFC.

2.7.2 Requests for Assistance. During the inspection process, there will be times that the Service Provider will request assistance from the County to ensure consistency in code application. The County will provide an initial response to all such requests for assistance from the Service Provider within five (5) working days of receipt of the request.

2.7.3 Code Appeals. In the event the responsible party appeals the Service Provider's application of the KCFC to the Service Provider, the Service Provider shall direct the owner to appeal through the County's process. The Service Provider inspection staff shall assist in the code enforcement appeal process as requested by the County.

2.7.4 Code Change Request. If the Service Provider believes that a code change is necessary to improve customer service or clarify the regulations of the KCFC, the County's Fire Marshal Oversight Committee will consult with County staff to determine the advisability of the desired change. The County Fire Marshal and the Director of DDES retain full discretion and decision making authority regarding whether to recommend Service Provider suggested code change proposals.

2.7.5 Access to Historical Information. The County shall allow the Service Provider access to the County's information required to carry out any provision of this Agreement.

3. Agreement Administration. The Director of DDES, in conjunction with the Chief Executive, or designee of the Service Provider, shall administer this Agreement. The County and Service Provider agree to review the provisions of this Agreement on or about May 1st of 2012.

4. **Modifications to Agreement.** This Agreement may be amended in writing from time to time, as mutually agreed to by the parties, and all terms and conditions of the interlocal agreement, except as amended, shall remain in full force and effect.

5. **Duration.** This Agreement shall be effective from July 1, 2011 through December 31st, 2012, unless terminated earlier by either party.

6. **Termination.** Either party may terminate this Agreement with thirty (30) days advance written notice of the intent to terminate to the other party.

7. **Indemnification.** The County is transferring certain fire prevention administrative duties as stated in this Agreement to the Service Provider to obtain the localized expertise that the Service Provider acknowledges and warrants its personnel possess. The Service Provider acknowledges and warrants that it and its personnel can perform the fire prevention administrative duties transferred in this Agreement in an efficient and cost-effective manner. The employees of the Service Provider performing services under this Agreement shall under no circumstances be construed as being employees of the County. Each party, with respect to the services provided under this Agreement, agrees to indemnify, defend, and hold the other party harmless from any and all claims for personal injury, property damage, costs and reasonable attorney's fees, or other claims of any nature whatsoever arising out of the negligent acts, omissions, or performance of its personnel in carrying out services contracted to be provided under this Agreement. Said agreement of indemnification shall include the Service Provider's commitment to indemnify the County for any claims for injuries made by the Service Provider's agents or employees against the County, notwithstanding any immunity that might otherwise have been available to the Service Provider by virtue of the Worker's Compensations Act, Title 51 RCW. The parties have specifically negotiated this waiver of Title 51 protection.

8. **Miscellaneous**

8.1 **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, joint venture, or administrative section for the

purpose of acquiring, managing, or disposing of property, or incurring any other financial obligation.

8.2 Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by either party to enable it to perform the services required under this Agreement shall remain the property of the acquiring party in the event of the termination of this Agreement.

8.3 Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

8.4 Filing/Web Site. This Agreement shall either be filed with the County Auditor or by listing on either party's website in accordance with RCW 39.34.040.

8.5 Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

8.6 Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the parties' performance of this Agreement, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

8.7 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a

duly authorized representative of each party and subject to ratification by the legislative body of each party.

8.8 Entire Agreement. The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the Exhibits are hereby made part of this Agreement.

8.9 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

8.10 Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

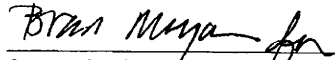
8.11 Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

8.12 Non-Exclusive Agreement. The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

8.13 Service Limitation. The services provided under this Agreement represent an extension and expansion of services the Service Provider owes to the public in general. Neither party intends to create a special relationship or duty to the other party or to the public or any member of the public served by either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed this ___ day of _____, 2011.

Dow Constantine
King County Executive



Steve Sarkozy, City Manager
City of Bellevue

NOTICES TO BE SENT TO:

King County - DDES
Attn: John F. Starbard, Director DDES
900 Oakesdale Avenue SW
Renton, WA 98057
206-296-6700 (telephone)

King County - DDES
Attn: Jim Chan, Director Building and Fire
Services Division
900 Oakesdale Avenue SW
Renton, WA 98057
206-296-6740 (telephone)

King County Courthouse, Room W554
Attn: Christy Craig, Senior Deputy Prosecuting
Attorney
516 Third Avenue
Seattle, WA 98104
206-296-9015 (telephone)

NOTICES TO BE SENT TO:

Bellevue Fire Department
Attn: Fire Marshall
450 110th Avenue NE
Bellevue, WA 98004
425-452-6892 (telephone)

ATTEST:

ATTEST:

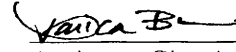
County Clerk

City Clerk

Approved as to Form:

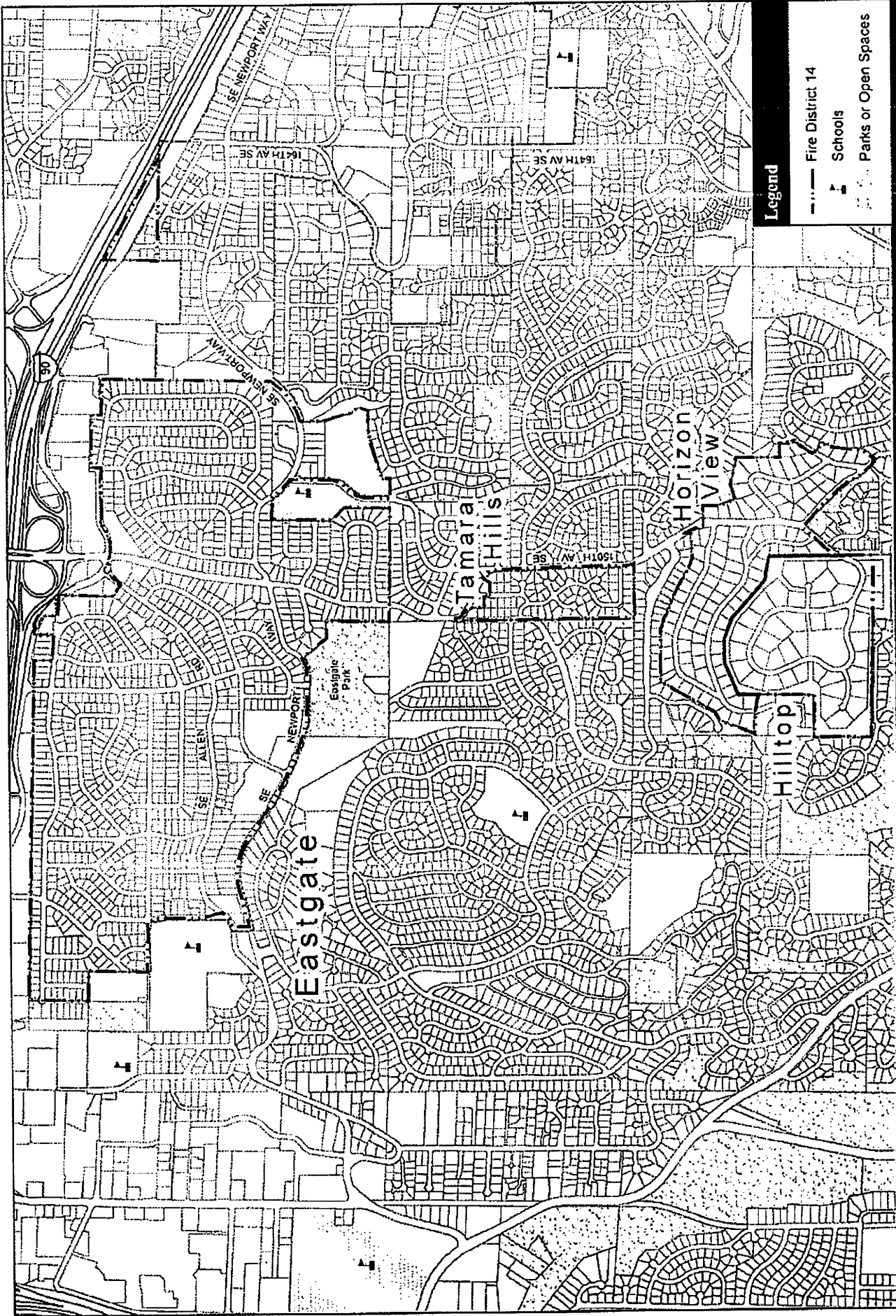
Approved as to Form:

Prosecuting Attorney's Office



Assistant City Attorney

EXHIBIT A
Service Provider Area Description



This City of Bellevue does not guarantee that the information on this map is accurate or complete. This data is provided on an "as is" basis and disclaims all warranties.

Coordinate System: State Plane, Washington North Zone, NAD83, NRSR2407 (B63100)

Fire District 14

Exhibit A - Service Provider Area Description

