



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 24, 2012**

**Ordinance 17380**

**Proposed No. 2012-0245.1**

**Sponsors von Reichbauer and Dunn**

1 AN ORDINANCE authorizing the King County executive  
2 to enter into identical interlocal agreements with South  
3 King Fire and Rescue, Maple Valley Fire and Life Safety,  
4 and King County Fire Protection District 44 to implement a  
5 program delegating administrative duties to perform annual  
6 fire inspections of regulated occupancies in fire protection  
7 districts 39, 43 and 44, respectively.

8 STATEMENT OF FACTS

- 9 1. King County maintains all local governmental authority and  
10 jurisdiction to adopt, interpret and amend the International Fire Code  
11 (“IFC”), and the county has exercised such authority by adopting the King  
12 County Fire Code (“KCFC”) standards within its unincorporated areas.
- 13 2. South King Fire and Rescue, Maple Valley Fire and Life Safety, and  
14 King County Fire Protection District 44 possess authority to perform  
15 building and property inspections for fire prevention purposes pursuant to  
16 RCW 52.12.031(6), RCW 52.26.090(2) and RCW 19.27.050.
- 17 3. King County is authorized to enter into Agreements to delegate  
18 administrative duties to perform annual fire inspections of regulated

19 occupancies by King County Code 17.04.230.3 and RCW 19.27.110 and  
20 the Interlocal Cooperation Act, Chapter 39.34 RCW.

21 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

22 SECTION 1. The King County executive is hereby authorized to enter  
23 into identical interlocal agreements with South King Fire and Rescue, Maple  
24 Valley Fire, and Life Safety and King County Fire Protection District 44,

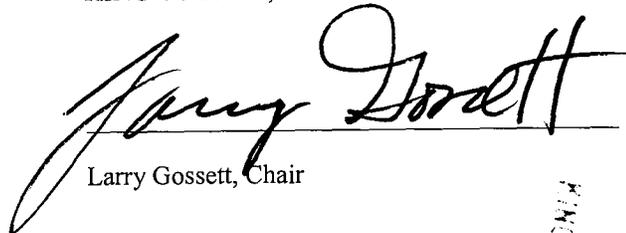
25

26 containing language substantially similar to that attached, to implement a  
27 program delegating administrative duties to perform annual fire inspections of  
28 regulated occupancies in fire protection districts 39 and 43 and 44, respectively.  
29

Ordinance 17380 was introduced on 7/16/2012 and passed by the Metropolitan King County Council on 7/23/2012, by the following vote:

Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Patterson,  
Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott  
No: 0  
Excused: 1 - Mr. Phillips

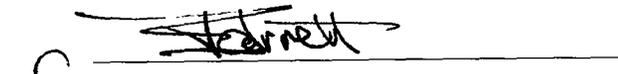
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Gossett, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 26 day of July, 2012.

  
Dow Constantine, County Executive

RECEIVED  
2012 JUL 27 PM 3:44  
KING COUNTY COUNCIL  
CLERK

**Attachments:** A. Interlocal Agreement Between King County and South King Fire and Rescue, B. Interlocal Agreement Between King County and Maple Valley Fire and Life Safety, C. Interlocal Agreement Between King County and King County Fire Protection District 44

**INTERLOCAL AGREEMENT  
BETWEEN  
KING COUNTY  
AND  
SOUTH KING FIRE & RESCUE**

**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 SOUTH KING FIRE & RESCUE (King County Fire Protection District No. 39), 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 31<sup>st</sup> 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.

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

**2.6 County Assistance.**

**2.6.1 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.

**2.6.2 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.

**2.6.3 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.

**2.6.4 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.

**2.6.5 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 an annual basis, starting on or about January 1, 2013.

**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 the date of signature by the King County Executive and the Service Provider, and shall remain effective for a period of 10 years, 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 30<sup>th</sup> day of May, 2012.

\_\_\_\_\_  
King County Executive

  
\_\_\_\_\_  
Allen D. Church  
Fire Chief/Administrator  
South King Fire & Rescue  
(King County Fire Protection District  
No. 39)

**NOTICES TO BE SENT TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(telephone)  
(facsimile)

**NOTICES TO BE SENT TO:**

31617 - 1 Ave. So.,  
Federal Way, WA 98003  
253-946-7258 (telephone)  
253-529-7205 (facsimile)

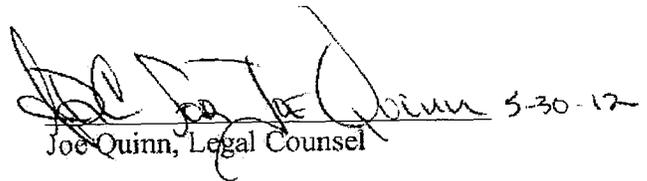
**ATTEST:**

\_\_\_\_\_  
County Clerk

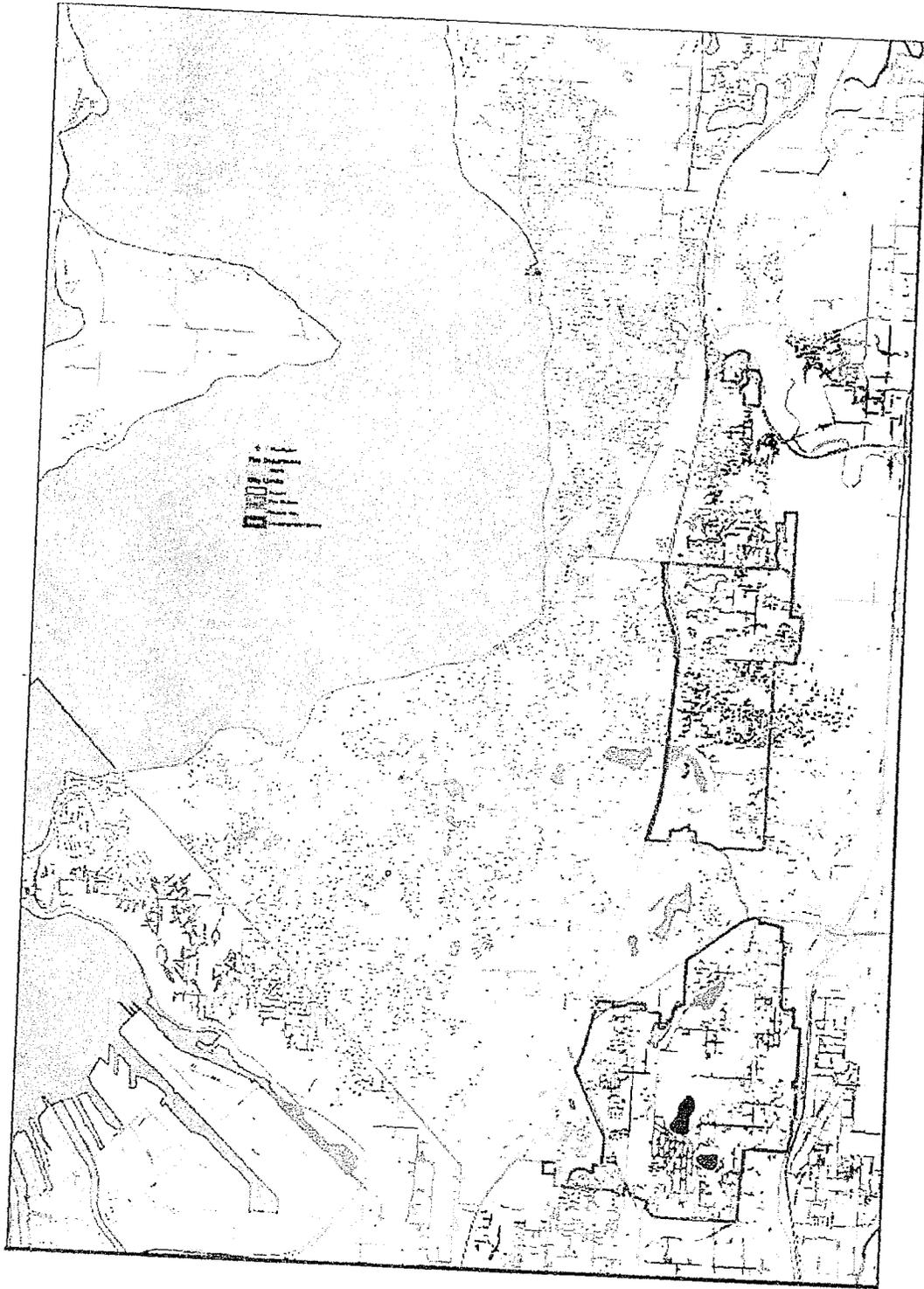
Approved as to Form:

\_\_\_\_\_  
Prosecuting Attorney's Office

Approved as to Form:

  
\_\_\_\_\_  
Joe Quinn, Legal Counsel 5-30-12

**EXHIBIT A**  
**Service Provider Area Description (in red)**



**INTERLOCAL AGREEMENT  
BETWEEN  
KING COUNTY  
AND  
MAPLE VALLEY FIRE AND LIFE SAFETY  
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 MAPLE VALLEY FIRE AND LIFE SAFETY ( King County Fire Protection District #43), a municipal corporation/political subdivision in the State of Washington ("Service Provider").

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

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**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 an annual basis, starting on or about January 1, 2013.

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 the date of signature by the King County Executive and the Service Provider, and shall remain effective for a period of 10 years, 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 Compensation 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.

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**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.

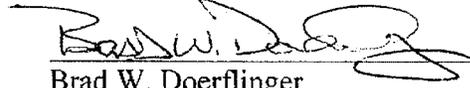
**8.11 Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date 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 2<sup>nd</sup> day of MAY, 2012.

\_\_\_\_\_  
King County Executive

  
\_\_\_\_\_  
Brad W. Doerflinger  
Fire Chief  
Maple Valley Fire and Life Safety

**NOTICES TO BE SENT TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(telephone)  
(facsimile)

**NOTICES TO BE SENT TO:**

23775 SE 264<sup>th</sup>  
Maple Valley, WA 98038  
425-432-0200 (telephone)  
425-413-2040 (facsimile)

**ATTEST:**

\_\_\_\_\_  
County Clerk

Approved as to Form:

\_\_\_\_\_  
Prosecuting Attorney's Office



# Maple Valley Fire & Life Safety

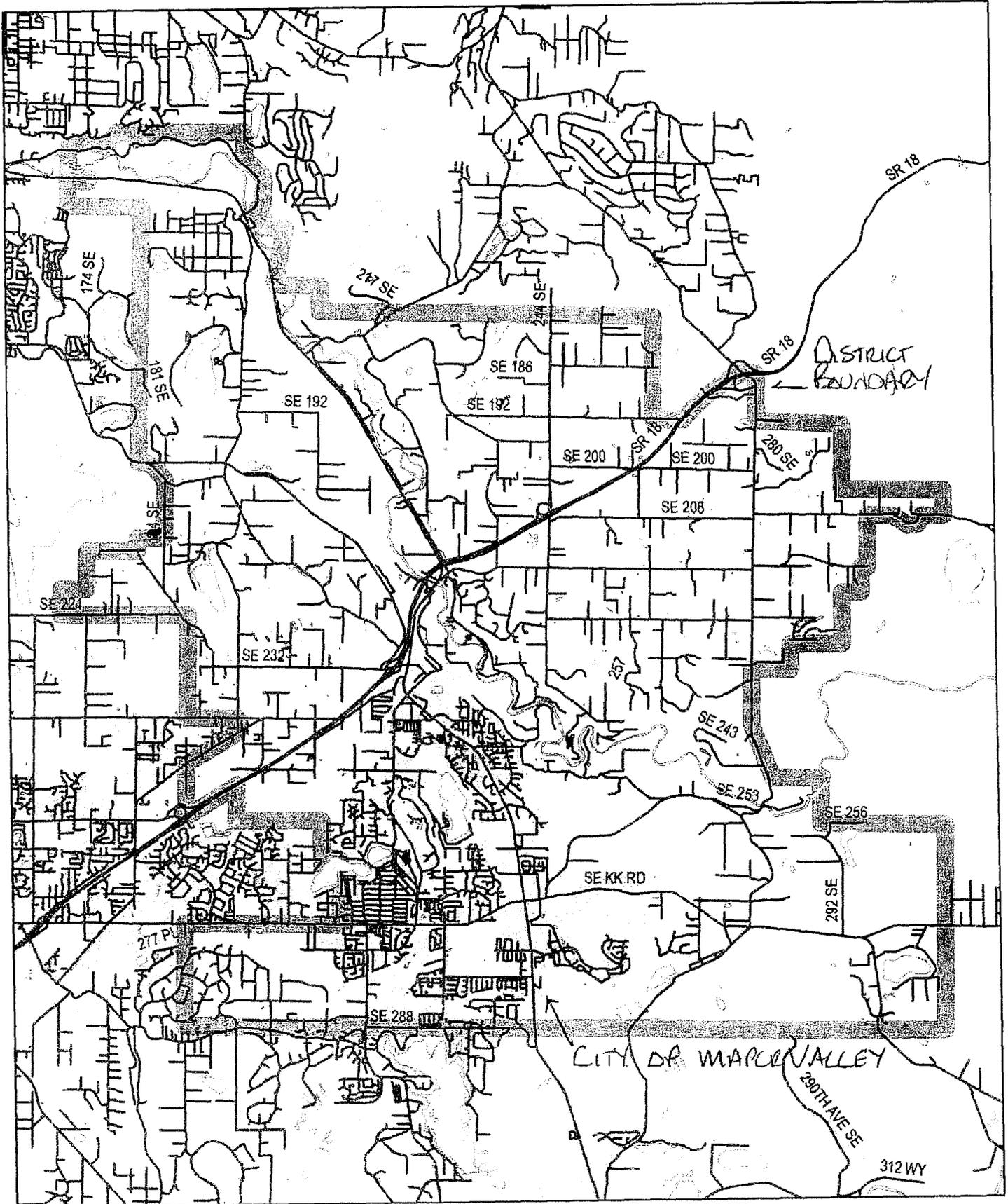
LAKE YOUNGS ANNEXATION AREA



APRIL 2012



EXHIBIT A



**INTERLOCAL AGREEMENT  
BETWEEN  
KING COUNTY  
AND  
King County Fire Protection District 44  
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 King County Fire Protection District 44, 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 31<sup>st</sup> 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.

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

**2.6 County Assistance.**

**2.6.1 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.

**2.6.2 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.

**2.6.3 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.

**2.6.4 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.

**2.6.5 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 an annual basis, starting on or about January 1, 2013.

**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 the date of signature by the King County Executive and the Service Provider, and shall remain effective for a period of 10 years, 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 Compensation 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.

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**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 24<sup>th</sup> day of April, 2012.

\_\_\_\_\_  
King County Executive

  
Chairman, Board of Commissioners  
King County Fire Protection Dist. 44

NOTICES TO BE SENT TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(telephone)  
(facsimile)

NOTICES TO BE SENT TO:

Fire Chief Gregory Smith  
253 735 0284 (telephone)  
253 735 0287 (facsimile)

ATTEST:

\_\_\_\_\_  
County Clerk

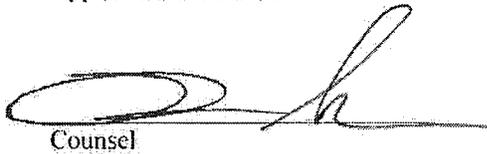
Approved as to Form:

\_\_\_\_\_  
Prosecuting Attorney's Office

ATTEST:

  
Board Secretary

Approved as to Form:

  
Counsel

**EXHIBIT A**  
**Service Provider Area Description**



CONSULTING ENGINEERS LLC



King County Fire District 44  
1369-001-007-0001  
August 22, 2007

## EXHIBIT A-3

### LEGAL DESCRIPTION FOR MERGER OF FIRE DISTRICTS 44 AND 17

Those portions of Sections 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 34, 35 and 36, all in Township 21 North, Range 5 East, W.M. AND of Sections 1, 2, 11 and 12, all in Township 20 North, Range 5 East, W.M. AND of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, all in Township 21 North, Range 6 East, W.M. AND of Sections 2, 3, 4, 5, 6, 7 and 8, all in Township 20 North, Range 6 East, W.M. AND of Sections 7, 8, 17, 18 and 19, all in Township 21 North, Range 7 East, W.M., all in King County, Washington, being more particularly described as follows:

BEGINNING at the northeast corner of said Section 5, Township 21 North, Range 6 East, W.M.;

THENCE easterly along the north lines of Sections 4, 3 and 2, Township 21 North, Range 6 East, W.M. to the northeast corner of said Section 2;

THENCE southerly along the east line of said Section 2 to the southeast corner thereof, said corner also being the northwest corner of Section 12, Township 21 North, Range 6 East, W.M.;

THENCE easterly along the north line of said Section 12 to the northeast corner thereof;

THENCE southerly along the east line of said Section 12 to the northwest corner of Section 7, Township 21 North, Range 7 East, W.M.;

THENCE easterly along the north line of said Sections 7 and 8, Township 21 North, Range 7 East, W.M. to the northeast corner of said Section 8;

THENCE southerly along the east line of said Section 8 to the thread of the Green River;

33915 1st Way South  
Suite 200  
Federal Way, WA 98003

Tel (253) 838 6112  
Fax (253) 838 7104  
Toll Free (800) 345 5694

Bothell (425) 415 6144  
www.esmcivil.com

Civil Engineering  
Project Management  
Land Surveying  
Land Planning  
Public Works

THENCE northerly, westerly, northwesterly, southerly, easterly and southeasterly along said thread to the south line of Section 17, Township 21 North, Range 7 East, W.M.;

THENCE westerly along said south line to the southwest corner thereof, said corner also being the northeast corner of Section 19, Township 21 North, Range 7 East, W.M.;

THENCE southerly along the east line of said Section 19 to the southeast corner thereof;

THENCE westerly along the south line of said Section 19 to the southwest corner thereof;

THENCE northerly along the west line of said section to the southeast corner of Section 24, Township 21 North, Range 6 East, W.M.;

THENCE westerly along the south line of said Section 24 to the southwest corner thereof, said corner also being the northeast corner of Section 26, Township 21 North, Range 6 East, W.M.;

THENCE southerly along the east line of said Section 26 to the southeast corner thereof;

THENCE westerly along the south line of Section 26 to the southwest corner thereof, said corner also being the northwest corner of said Section 35, Township 21 North, Range 6 East, W.M.;

THENCE southerly along the west line of said Section 35 to the north line of the south half thereof;

THENCE easterly along said north line of the south half and along the north line of the southwest quarter of Section 36, Township 21 North, Range 6 East, W.M. to the northeast corner of the southwest quarter thereof;

THENCE southerly along the east line of said southwest quarter to the southeast corner thereof;

THENCE westerly along the south line of said southwest quarter to the northeast corner of Section 2, Township 20 North, Range 6 East, W.M.;

THENCE southerly along the east line of said Section 2 to the southeast corner thereof;

THENCE westerly along the south lines of Sections 2, 3, 4 and 5, Township 20 North, Range 6 East, W.M. to the north-south centerline of Section 8, Township 20 North, Range 6 East, W.M.;

THENCE southerly along said north-south centerline to the south line of said Section 8;

THENCE westerly along the south lines of Sections 8 and 7, Township 20 North, Range 6 East, W.M. and of Section 12, Township 20 North, Range 5 East, W.M. to the centerline of the White River;

THENCE in a generally northwesterly direction along said centerline through Sections 12, 11 and 2, Township 20 North, Range 5 East, W.M. to the north line of said township;

THENCE continuing in a generally northwesterly direction along said centerline through Section 34, Township 21 North, Range 5 East, W.M. to the north line thereof;

THENCE easterly along the north line of said Section 34 to the northeast corner thereof, said corner also being the southeast corner of Section 27, Township 21 North, Range 5 East, W.M.;

THENCE northerly along the east line of said Section 27 to the easterly bank of the Green River;

THENCE northwesterly along said easterly bank to the north line of said Section 27, said line also being the south line of Section 22, Township 21 North, Range 5 East, W.M.;

THENCE westerly along the south lines of Sections 22 and 21, Township 21 North, Range 5 East, W.M. to the southeast corner of the southwest quarter of the southeast quarter of said Section 21;

THENCE northerly along the east line of said southwest quarter of the southeast quarter to the north line of the south half of the south half of said Section 21;

THENCE westerly along said north line to the northeasterly boundary of the plat of "Valley View Estates II" as recorded in Volume 181 of Plats, Pages 12 and 13, under Recording No. 9707150601;

THENCE northwesterly along said northeasterly boundary to the most northerly corner thereof;

THENCE continuing northwesterly along those four lines depicted on said plat, the following courses:

N 12°12'40" W, 120.71 feet;

THENCE N 65°18'59" W, 69.31 feet;

THENCE S 60°40'35" W, 15.85 feet;

THENCE S 89°25'24" W, 15.73 feet to the easterly boundary of the plat of "Forest Villa No. 3" as recorded in Volume 68 of Plats, Pages 49 and 50, under Recording No. 5370605, said line also being the east line of the west half of the west half of said Section 21;

THENCE northerly along said east line to the southerly margin of Secondary State Highway 5-B;

THENCE westerly along said southerly margin to the north-south centerline of said Section 17, Township 21 North, Range 5 East, W.M.;

THENCE northerly along said north-south centerline to the westerly bank of the Green River;

THENCE in a generally northwesterly direction along said westerly bank to the north line of the south half of the southwest quarter of said Section 17;

THENCE easterly along said north line to said north-south centerline of Section 17;

THENCE northerly along said north-south centerline to the southerly boundary of the plat of "Hidden Valley Vista" as recorded in Volume 131 of Plats, Pages 69 through 71, inclusive, under Recording No. 8507160834;

THENCE easterly along said southerly boundary to the southeasterly corner thereof;

THENCE northerly along the easterly boundary of said plat to the south line of the northeast quarter of said Section 17;

THENCE easterly along said south line to the west line of the east half of the southeast quarter of said northeast quarter;

THENCE northerly along said west line to the most southerly corner of Lot 7 of the plat of "Spring Vista" as recorded in Volume 74 of Plats, Page 90, under Recording No. 5674789;

THENCE in a generally northeasterly direction along the southeasterly lines of Lots 7 through 1, inclusive, of said plat to the east line of said northeast quarter of Section 17;

THENCE northerly along said east line to the southeasterly margin of 116<sup>th</sup> Avenue S.E.;

THENCE northeasterly along said southeasterly margin to the southwesterly corner of Lot 1 of the plat of "College Green" as recorded in Volume 83 of Plats, Page 92, under Recording No. 6274816, said corner being on the easterly margin of 116<sup>th</sup> Avenue S.E.;

THENCE northerly along said easterly margin to the southwesterly corner of Lot 1, of the plat of "College Green North" as recorded in Volume 110 of Plats, Pages 5 and 6, under Recording No. 7903200996;

THENCE easterly, northerly, and westerly along the southerly, easterly and northerly lines of said Lot 1 to the easterly margin of 116<sup>th</sup> Avenue S.E.;

THENCE northerly along said easterly margin to the north line of the south 97 feet of the north 4 acres of the southwest quarter of the southwest quarter of the southwest quarter of Section 9, Township 21 North, Range 5 East, W.M.;

THENCE easterly along said north line to the east line of said southwest quarter of the southwest quarter of the southwest quarter of Section 9;

THENCE northerly along said east line, and the east line of the northwest quarter of the southwest quarter of the southwest quarter of said Section 9 to the north line of the south 201.5 feet of said northwest quarter of the southwest quarter of the southwest quarter of Section 9, said line also being the southerly line of the plat of "Windsor Place" as recorded in Volume 159 of Plats, Pages 15 through 17, under Recording No. 9112191008;

THENCE westerly along said north line to said easterly margin of 116<sup>th</sup> Avenue S.E.;

THENCE northerly along said easterly margin to the southerly margin of S.E. 312<sup>th</sup> Street;

THENCE westerly along said southerly margin to the east line of Section 8, Township 21 North, Range 5 East, W.M.;

THENCE continuing westerly along a line 30 feet southerly of and parallel with the north line of the southeast quarter of said Section 8 to the westerly margin of 112<sup>th</sup> Avenue S.E.;

THENCE northerly along said westerly margin to the southerly margin of Lea Hill Road S.E.;

THENCE in a generally southwesterly direction along said southerly margin to the southerly extension of the centerline of Riverside Avenue as depicted on the plat of "C.D. Hillman's Auburndale Addition to the City of Seattle Division No. 1" as recorded in Volume 13 of Plats, Page 62, under Recording No. 411597;

THENCE in a generally northerly direction along said southerly extension and said centerline to the south line of the northwest quarter of said Section 8;

THENCE easterly along said south line to the easterly margin of 104<sup>th</sup> Avenue S.E.;

THENCE northerly along said easterly margin to the northwesterly corner of Lot 15 of Block 4 of said plat of "C.D. Hillman's Auburndale Addition to the City of Seattle Division No. 1";

THENCE easterly along the northerly line of said Lot 15 and along the northerly line of Lot 5 of said Block 4 and along the easterly extension of said northerly line of Lot 5 to the easterly margin of 108<sup>th</sup> Avenue S.E.;

THENCE northerly along said easterly margin to the southerly margin of S.E. 304<sup>th</sup> Street;

THENCE northerly to the intersection of the westerly margin of 108<sup>th</sup> Avenue S.E. as depicted on the plat of "Hazelwood Heights" as recorded in Volume 71 of Plats, Page 37, under Recording No. 5491116 with the northerly margin of S.E. 304<sup>th</sup> Way;

THENCE in a generally northwesterly direction along said northerly margin to the southwesterly line of Lot 24 of said plat of "Hazelwood Heights";

THENCE northwesterly along said southwesterly line to the westerly boundary of said plat of "Hazelwood Heights";

THENCE in a generally northeasterly direction along said westerly boundary to the southeast corner of the northeast quarter of the southwest quarter of Section 5, Township 21 North, Range 5 East, W.M.;

THENCE northerly along the east line of said northeast quarter of the southwest quarter to the northeast corner thereof;

THENCE westerly along the north line of said northeast quarter of the southwest quarter to a point 208.70 feet easterly of the northwest corner of said northeast quarter of the southwest quarter;

THENCE northerly parallel with the east line of Government Lot 6 of said Section 5, 417.40 feet;

THENCE westerly parallel with said north line of the northeast quarter of the southwest quarter to the east line of said Government Lot 6;

THENCE northerly along said east line to the northeast corner thereof;

THENCE continuing northerly along the west line of Government Lot 3 of said Section 5 to the north line of said Section 5;

THENCE easterly along said north line Sections 5 and 4, Township 21 North, Range 5 East, W.M. to the northwest corner of Government Lot 3 in said Section 4;

THENCE southerly along the west line of said Government Lot 3 and along the west line of the southeast quarter of the northwest quarter of said Section 4 to the northeasterly corner of Lot 9 of "The Sound Trustee Company's Third Addition" as recorded in Volume 13 of Plats, Page 100, under Recording No. 427859;

THENCE westerly along the northerly line of said Lot 9 to the northwesterly corner thereof;

THENCE continuing westerly to the northeasterly corner of Lot 4 of said plat;

THENCE continuing westerly along the northerly line of said Lot 4 to the northwesterly corner thereof;

THENCE southerly along the westerly line of said Lot 4 to the southwesterly corner thereof;

THENCE easterly along the southerly line of said Lot 4 and the easterly extension thereof to the westerly line of Lot 10 of said plat of "The Sound Trustee Company's Third Addition";

THENCE southerly along said westerly line to the north line of the south 120 feet of said Lot 10;

THENCE easterly along said north line to the west line of the east half of said Lot 10;

THENCE southerly along said west line to the northerly line of Lot 11 of said plat of "The Sound Trustee Company's Third Addition";

THENCE southeasterly to a point on the south line of the north half of said Lot 11, being 135 feet west of the southeast corner of said north half;

THENCE continuing southeasterly to a point on the east line of said Lot 11, being 50 feet north of the southeast corner of said Lot 11;

THENCE northerly along said east line to the northwesterly corner of the plat of "Crystal Meadows" as recorded in Volume 194 of Plats, Pages 66 and 67, under Recording No. 20000509000873;

THENCE in a generally southeasterly direction along the northerly boundary of said plat to the northerly margin of S.E. 304<sup>th</sup> Street;

THENCE easterly along said northerly margin to the westerly margin of 124<sup>th</sup> Avenue S.E.;

THENCE northerly along said westerly margin to the southeasterly corner of Government Lot 3 in said Section 4;

THENCE continuing northerly along said westerly margin to the south line of the north 387 feet of said Government Lot 3;

THENCE westerly along said south line to a line 155 feet westerly of and parallel with said westerly margin;

THENCE northerly along said parallel line to the south line of the north 272 feet of said Government Lot 3;

THENCE westerly along said south line to a line 255 feet westerly of and parallel with said westerly margin;

THENCE northerly along said parallel line to the north line of said Government Lot 3, being coincident with the north line of said Section 4;

THENCE easterly along the north lines of Sections 4, 3, 2 and 1, all in Township 21 North, Range 5 East, W.M. and of Sections 6 and 5, Township 21 North, Range 6 East, W.M. to the northeast corner of said Section 5 AND the POINT OF BEGINNING;

EXCEPT that portion of Sections 3, 4, 10, 11, 12, 13, 14, 15, 22, 23 and 27, Township 21 North, Range 6 East, W.M., lying within the Black Diamond City Limits, being more particularly described as follows:

COMMENCING at the northwest corner of Section 4, Township 21 North, Range 6 East, W.M.;

THENCE easterly along the north line of said Section 4 to the westerly margin of 216<sup>th</sup> Avenue S.E.;

THENCE northerly along said westerly margin to the northerly margin of S.E. 288<sup>th</sup> Street AND the TRUE POINT OF BEGINNING;

THENCE easterly along said northerly margin to the east line of the west half of Section 34, Township 22 North, Range 6 East, W.M.;

THENCE southerly along said east line to the southeast corner thereof, said corner also being the northeast corner of the west half of Section 3, Township 21 North, Range 6 East, W.M.;

THENCE continuing southerly along the east line of said west half to the southeast corner thereof;

THENCE easterly along the south line of said Section 3 to the most westerly corner of Lot U of King County Boundary Line Adjustment No. L05L0097 as recorded under Recording No. 20051209900003;

THENCE northeasterly along the westerly lines of Lots U, W and X of said boundary line adjustment to the most northerly corner thereof;

THENCE southeasterly along the easterly line of said Lot X, and the easterly line of Lot Y of said boundary line adjustment to the south line of Section 2, Township 21 North, Range 6 East, W.M.;

THENCE easterly along the south line of said Section 2 to the easterly margin of Black Diamond-Ravensdale Road;

THENCE in a generally southerly direction along said easterly margin to the north line of the south half of the southeast quarter of Section 11, Township 21 North, Range 6 East, W.M.;

THENCE easterly along said north line and along the north line of the south half of the southwest quarter of Section 12, Township 21 North, Range 6 East, W.M. to the northeast corner thereof;

THENCE southerly along the east line of said south half of the southwest quarter and along the east line of the west half of Section 13, Township 21 North, Range 6 East, W.M. to the southeast corner thereof;

THENCE westerly along the south line of said Section 13 to the southwest corner thereof, said corner also being the northeast corner of Section 23, Township 21 North, Range 6 East, W.M.;

THENCE southerly along the east line of said Section 23 to the southeast corner of the north half of the northeast quarter of said section;

THENCE westerly along the south line of said north half of the northeast quarter to the southwest corner thereof;

THENCE northerly along the west line of said north half of the northeast quarter to the northwest corner thereof;

THENCE westerly along the north line of said Section 23 to the northwest corner thereof, said corner also being the northeast corner of Section 22, Township 21 North, Range 6 East, W.M.;

THENCE southerly along the east line of said Section 22 to the northeast corner of the southeast quarter of the southeast quarter thereof;

THENCE westerly along the north line of said southeast quarter of the southeast quarter to the northeast corner of the west half thereof;