



Signature Report

Ordinance 18927

Proposed No. 2019-0099.1

Sponsors von Reichbauer

1 AN ORDINANCE authorizing the King County executive
2 to execute an interlocal agreement between King County
3 and local fire districts or regional fire authorities for fire
4 protection services of county-owned buildings and
5 equipment.

6 STATEMENT OF FACTS:

7 A. In order to comply with RCW 52.30.020, several fire districts have
8 requested that King County contract for fire protection services.

9 B. Executive staff have consulted with legal representatives from local
10 fire districts and regional fire authorities to develop the terms, conditions
11 and payment methodology of a model interlocal agreement to provide
12 services for county-owned buildings and equipment that lie within the
13 service area of a fire district or regional fire authority, which is provided in
14 Attachment A to this ordinance.

15 C. The intent of the executive is to enter into the model interlocal
16 agreement with each fire district or regional fire authority instead of
17 negotiating a separate custom agreement with each fire district or regional
18 fire authority.

19 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

20 SECTION 1. The executive is hereby authorized to execute an interlocal
21 agreement between King County and local fire districts and regional fire authorities
22 substantially in the form of Attachment A to this ordinance, for fire protection services of
23 county-owned buildings and equipment.
24

Ordinance 18927 was introduced on 3/13/2019 and passed by the Metropolitan King
County Council on 6/19/2019, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci



KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Rod Dembowski, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this 27th day of JUNE, 2019.

Dow Constantine, County Executive

RECEIVED
2019 JUN 28 PM 2:25
CLERK
KING COUNTY COUNCIL

Attachments: A. Interlocal Agreement for Fire Protection Services

**INTERLOCAL AGREEMENT
FOR FIRE PROTECTION SERVICES TO THE COUNTY
PROPERTIES**

THIS INTERLOCAL AGREEMENT (Agreement) is made by and between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and _____, a municipal corporation of the State of Washington, hereinafter referred to as the "Agency." The County and Agency also may be collectively referred to as the "Parties" and individually as "Party."

WHEREAS, this Agreement is entered into by the County and the Agency pursuant to RCW 52.30.020 and Chapter 39.34, RCW; and

WHEREAS, the Agency provides fire protection services to county personnel and county owned buildings and equipment within the boundaries of the Agency; and

WHEREAS, the County wishes to compensate the Agency for such services; and

WHEREAS, RCW 52.30.020 does not require the Parties to contract for emergency medical services the Agency provides to third parties; and

WHEREAS, the Parties have negotiated this Agreement in good faith.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Purpose and Scope of Agreement

This Agreement is intended to comply with the requirement of RCW 52.30.020 that the Parties contract for fire protection services and is limited to the fire protection services provided to County owned buildings and equipment, except those leased to a nontax exempt person or organization and except any tax title properties. ("County Properties"). This Agreement establishes the methodology and timing for payments to be made by the County for fire protection services covered under this Agreement.

The scope does not include fire protection services for land owned by the County because a contract for the protection of land is not required by RCW 52.30.020.

2. Duration of Agreement

This Agreement shall commence on January 1, 2019 (the "Commencement Date") and shall remain in effect until terminated in accordance with the terms and conditions contained herein.

3. Termination

3.1 This Agreement shall automatically terminate upon the effective date of any bill

that eliminates the state law requirement that the Parties contract for fire protection services.

- 3.2 Either Party may terminate this Agreement upon six months' written notice to the other Party.
- 3.3 Either Party may terminate this Agreement upon a material breach of the Agreement. A "Material Breach" shall be defined as either (1) the Agency's failure to provide services at the level specified in Section 4; (2) the County's failure to pay the contract payments specified in Section 5; or (3) any other failure of a Party to perform an obligation required by this Agreement. Either Party may terminate this Agreement in the event of a Material Breach of this Agreement by the other Party; provided, however, that the non-breaching Party shall provide the breaching Party with written notice which sets forth the alleged Material Breach(es) and states a reasonable time to cure the breach (not to exceed sixty (60) days), the "Cure period." In the event that the breaching Party fails to cure such Material Breaches during the Cure Period, then this Agreement shall automatically terminate without further action.
- 3.4 Upon the effective date of the termination, the County shall not be obligated to make any additional payments to the Agency.

4. Services Provided

During the term of this Agreement, the Agency agrees to provide all fire protection services to County owned buildings and equipment necessary for the protection and safety of personnel and property as required by RCW 52.30.020 ("Services"). The Services will be provided to properties identified in Exhibit A to this Agreement ("County Properties"). Exhibit A shall be automatically amended annually after the annual tax roll certification to add or delete properties consistent with this Agreement as properties are acquired or disposed of by the County. Services shall be provided on the same basis as services are available to other property within the Agency. Annually an amended Exhibit A shall be sent to the Agency.

5. Cost of Services and Payments

In consideration of the services provided by the Agency, beginning in the year 2019, the County shall annually pay the Agency for the Services. The annual amount shall be calculated by multiplying the most recent assessed valuation of improvements on County Properties as identified in Exhibit A by the Agency's levy rate for the year, as determined by the King County Assessor. During the performance of this Agreement, such assessed valuations shall be made by the King County Assessor at least annually to ensure parity between taxpayer and County-owned property values. Payment by the County shall be made annually on or before June 1.

6. Organization

The Parties recognize and agree that the Parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the

discretion of the governing bodies of each Party. Nothing herein shall be construed as creating an association, joint venture, or partnership between the Parties, nor to impose any partnership obligations or liabilities on either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.

The Agency shall have the sole discretion and the obligation to determine the exact method by which the Services described in Section 4 above are provided to the County Properties, provided such services are provided on the same basis as services are available to other property within the Agency.

No new or separate legal or administrative agency is created by this Agreement.

7. Indemnification

- 7.1 The Agency shall defend, indemnify, and hold the County and its officers, officials, employees, and agents free and harmless from any and all demands, costs, claims, judgments, orders, or decrees for personal injuries, death or damage to property arising out of or in any way resulting from any act or omission of the Agency, or its officers, officials, employees, volunteers, or agents in the performance of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the County, its officers, officials, employees, volunteers, or agent, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Agency; and provided further that nothing herein shall require the Agency to hold harmless or defend the County from any claims arising from the sole negligence of the County, its officers, officials, employees, volunteers, and agents. No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.
- 7.2 The County shall defend, indemnify, and hold the Agency and its officers, officials, employees, and agents free and harmless from any and all demands, costs, claims, judgments, orders, or decrees for personal injuries, death, or damage to property arising out of or in any way resulting from any act or omission of the County, or its officers, officials, employees, volunteers, or agents in the performance of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Agency, its officers, officials, employees, volunteers, or agent, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the County; and provided further that nothing herein shall require the County to hold harmless or defend the Agency from any claims arising from the sole negligence of the Agency, its officers, officials, employees, volunteers, and agents. No liability shall attach to the Agency by reason of entering into this Agreement except as expressly provided herein.
- 7.3 Solely for purposes of enforcing the indemnification obligations of a Party under this Section 7, each Party expressly waives, by mutual negotiation, its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend, and hold

harmless provided for in this Section 7 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the Indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

8. Insurance

The Agency shall obtain and maintain at all times hereunder (i) a commercial general liability insurance policy with a minimum policy limit of General Liability - \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit; (ii) a minimum umbrella coverage of \$6,000,000 each occurrence and \$10,000,000 annual aggregate; (iii) errors and omissions coverage including employment practices liability \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (iv) Automobile Liability- \$1,000,000 combined single limit per accident for bodily injury and property damage; and (v) Workers' Compensation - statutory requirements of the state of residence and employer's liability or stop gap coverage of \$1,000,000 per occurrence, each placed with a reputable and financially strong insurance carrier with an A-rating or better. The policy (ies) shall provide that such policy (ies) shall not be terminated or reduced without thirty (30) days prior notice to the County. Upon request by the County, the Agency will provide a certificate of insurance to the County evidencing the aforementioned coverage.

9. No Third Party Liability and Public Duty Doctrine

This Agreement shall not be construed to provide any benefits to or create a cause of action for or on behalf of any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

10. Nondiscrimination

10.1 Employment. The Agency agrees not to discriminate against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. This requirement shall apply without limitation to all aspects of employment (including lay-offs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship) and advertisement.

10.2 Services and Activities. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, sexual orientation, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for

termination or suspension in whole or in part of this Agreement by the County and may result in ineligibility for future County agreements.

10.3 Other Non-Discrimination Laws. The Agency shall also comply with all applicable anti-discrimination laws or requirements of any and all applicable jurisdictions.

11. Compliance with Laws and Regulations

The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

12. Notices

Any notice required to be given by either Party to the other pursuant to any provision of this Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally, sent by nationally recognized overnight delivery service or sent via United States Mail addressed to the following:

To Agency:

[Add address]

With a Copy to:

Attorney for Agency
[Add Address]

To County:

King County
Finance Director
401 Fifth Avenue, Suite 300
Seattle, WA 98104
Attn: Ken Guy

With a Copy to:

King County Prosecutor's Office
King County Courthouse - W400
516 Third Avenue
Seattle, WA 98104
Attn: Peggy Pahl
Sr. Deputy Prosecuting Attorney
Fax: (206) 296-0191

or, to such other person or address as is hereafter designated in writing by either Party to the other. Each Party may change its notice address set forth in this section by giving notice of a new address to the other Party in accordance with this section.

Notices may also be given by facsimile transmission (provided the fax machine has printed a confirmation of receipt). All notices that are mailed shall be deemed received three (3) business days after mailing. All other notices shall be deemed complete upon actual receipt or refusal to accept delivery.

13. Dispute Resolution

The parties shall use reasonable efforts to mediate any dispute arising under this Agreement. In the event of such a dispute, each party shall designate, in writing, not more than three (3) candidates it proposes to act as a non-binding mediator within ten (10) days following notification of a dispute. If the Parties cannot agree on one of the mediators from the combined list within five (5) days, then the Parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the Parties shall within forty-five (45) days or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the Parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the Parties may thereafter seek redress in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit either Party from exercising its right to terminate this Agreement as otherwise provided in this Agreement or be construed as a pre-condition to the exercise of such right to terminate.

14. Assignment

The Parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other Party.

15. Approval

This Agreement is expressly conditioned upon and subject to the written approval of the authorized representatives of the County and by ordinance of the County Council and by resolution of the Agency's legislative body and shall not be binding unless and until so approved. This Agreement may be altered, amended, or waived only by a written amendment executed, in the same manner, by both Parties.

16. General Provisions

- 16.1 All of the terms, covenants, and conditions in this Agreement shall extend to and bind any approved legal successors and assigns of the Parties hereto.

- 16.2 This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County Washington.
- 16.3 The headings and recitals in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 16.4 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the County shall have the right to terminate the Agreement for cause.
- 16.5 This Agreement constitutes the entire agreement between the Parties for the purpose set forth in paragraph 1. There are no terms, obligations, covenants, or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both Parties.
- 16.6 The Agency shall ensure that copy of this Agreement is filed with the King County Recorder's Office.
- 16.7 This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute but one and the same instrument.
- 16.8 The failure of either Party to insist upon strict performance of this Agreement shall not impact that Party's right to insist upon strict performance at a later time.

17. Equal Opportunity to Draft

Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would render the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

18. **Benefit Charge Collection**

The County agrees that this Agreement shall not exempt County owned properties from statutory benefit charges under RCW 52.18.020 and RCW 52.26.190. The County expressly agrees that the Agency may impose and collect statutory benefit charges on County owned properties in accordance with the law, provided, however, the County shall not be required to make payments under this Agreement for any parcel of property for which the County pays a benefit charge.

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the latter date of signature below.

AGENCY

Print Name

TITLE: _____

DATE: _____

Approved as to form:

By: _____
Attorney for the Agency

KING COUNTY

By: _____

Print Name

TITLE: _____

DATE: _____

Approved as to form:

By: _____

Attorney for the County

EXHIBIT A

The following is a list of the county owned properties within the Agency's boundaries with buildings or equipment.

[Add list of parcels here]