

16378

Attachment A

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND FIRE PROTECTION
DISTRICT NO. 50 RELATING TO INSPECTIONS PURSUANT TO THE
2006 INTERNATIONAL FIRE CODE**

THIS AGREEMENT is made and entered into this day by and between King County, a political subdivision of the State of Washington (hereinafter referred to as the "County") and Fire Protection District No. 50, a municipal corporation in the State of Washington (hereinafter referred to as the "District").

WHEREAS, the District maintains all local governmental authority and jurisdiction to apply and enforce International Fire Code standards within its incorporated limits, and

WHEREAS, effective September 3, 2008, the City of Skykomish annexed to Fire Protection District No. 50; and

WHEREAS, the District's adopted fire codes closely parallel those adopted by King County; and

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

WHEREAS, this Agreement is authorized by 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 District and County as follows:

1. Authorization to Conduct Inspections Pursuant to the International Fire Code

1.1 Authorization. The District hereby authorizes the King County Fire Marshal Division to conduct fire code inspections for commercial properties within the City of Skykomish as set forth below. The District agrees to take any legislative or other steps necessary to enable the County to take actions described herein.

1.2 Scope of Work. The King County Fire Marshal Division shall conduct inspections of commercial properties within the City Limits of Skykomish pursuant to the International Fire Code.

1.3 Final Decision Making Authority. The District shall make the ultimate decisions regarding application, interpretation and enforcement of the International Fire Code within the properties subject to this Agreement.

2. **Fees and Reimbursements**

2.1 In order to cover the cost of work conducted in accordance with the terms of this Agreement, the County is authorized to receive payment at the hourly rate specified in King County Code Title 27 at the time such service was provided. The County shall provide the District ninety (90) days advance notice of any changes to these hourly rates. For any activities or assistance that will exceed three (3) hours of billing by the County, the County shall confirm authorization to proceed with the District Administrator. The County shall provide the District with monthly invoices for assistance and services provided pursuant to this Agreement, and the District shall tender payment to the County within thirty (30) days after the invoice is received.

3. **Duration.** This Agreement shall become effective on the date last executed below and shall thereafter continue in effect until December 31, 2013, unless otherwise terminated in accordance with Section 4 or extended as provided in Section 5.

4. **Termination.** Either party may terminate this Agreement upon providing at least sixty (60) days written notice to the other party. Upon termination of this Agreement, the County shall cease further inspections and related functions it is conducting under this Agreement.

5. **Extensions.** The parties may agree to extend the duration of this agreement for up to three additional years. To extend the Agreement, the District shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable expiration date. The request shall specify the proposed term of the extension. The parties must agree to the extension in writing by the termination date or the agreement will lapse.

6. **Indemnification.**

6.1 The County shall indemnify and hold harmless the District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent actions or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the District, the County shall defend the same at its sole cost and expense, provided that the District retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the District and its officers, agents, employees, or any of them, or jointly against the District and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

6.2 The District shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent actions or omission of the District, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the District shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if

any principal of governmental or public law is involved; and if final judgment be rendered against the County and their respective officers, agents, and employees, or any of them, or jointly against the District and County and their respective officers, agents, and employees, or any of them the District shall satisfy the same.

6.3 The District and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the District, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

6.4 The parties acknowledge that any claims such claims, actions, suits, liability, loss, costs, expenses and damages based upon the existence or application of District codes, District regulatory standards or District requirements are acts of the District, and the District shall defend the same at its sole cost and expense; and if final judgment be rendered against the County and their respective officers, agents, and employees or any of them for such matters, the District shall satisfy the same.

7. General Provisions.

7.1 Personnel. Control of personnel assigned by the County to perform work under this Agreement shall remain with the County. Standards of employee performance, discipline and all other aspects of employee performance shall be governed by the County.

7.2 Administration. This Agreement shall be administered by the County Director of the Development and Environmental Services or his/her designee, and the District Administrator or his/her designee.

7.3 Legal Representation. The services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the District at its own expense.

7.4 Amendments. This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modification to this Agreement shall be in writing and signed by both parties.

7.5 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in the Agreement based upon any provisions set forth herein.

7.6 Filing. A copy of this Agreement shall be filed with the District's clerk and recorded with the King County Auditor.

7.7 **Records.** Until termination of this Agreement any of either party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

7.8 **Assignment.** Neither the District nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

7.9 **Successors in Interest.** Subject to the foregoing subsection, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

7.10 **Remedies.** In addition to any other remedies provided at law, the parties agree that in the event of a breach of this Agreement, the aggrieved party may seek specific performance.

7.11 **Dispute Resolution.** The parties should attempt if appropriate to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the parties. Each party will be responsible for the costs of its own legal representation.

7.12 **Attorneys' Fees.** In the event either of the parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all its own attorneys' fees, costs and expenses.

7.13 **No Waiver.** Failure of either the County or the District to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

7.14 **Applicable Law.** Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

7.15 **Authority.** Each individual executing this Agreement on behalf of the District and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the District or the County.

7.16 **Notices.** Any notices required to be given by the parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

County:

Director, Department of Development and
Environmental Services
900 Oakesdale Avenue SW
Renton, WA 98057-5212

District:

Chief, Fire District No. 50

7.18 Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

7.19 Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

IN WITNESS THEREOF, the Parties have executed this Agreement.

FIRE PROTECTION DISTRICT NO. 50: KING COUNTY:

Ron Sims, Executive

Date: _____

Date: _____

ATTEST:

Approved as to Form:

Sr. Deputy Prosecuting Attorney

DATED: _____

Approved as to Form:

Attorney

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State

My appointment expires _____

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

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My appointment expires _____