

INTERLOCAL AGREEMENT
BETWEEN
KING COUNTY
AND
MOUNTAIN VIEW FIRE & RESCUE RELATING TO THE
ADMINISTRATION OF THE
FIRE CODE OPERATIONAL PERMIT PROGRAM IN
UNINCORPORATED KING COUNTY

THIS INTERLOCAL AGREEMENT RELATING TO THE ADMINISTRATION OF THE FIRE CODE OPERATIONAL PERMIT PROGRAM ("Agreement") is made and entered into this date by and between King County, a home rule charter county in the State of Washington, (the "County") and Mountain View Fire & Rescue, 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") within its unincorporated areas; and

WHEREAS, the County adopted King County Code Title 17, also known as the Fire Code of King County ("KCC Title 17"), to set fire safety standards within its unincorporated areas; and

WHEREAS, KCC 17.04.230.3 authorizes the County Fire Marshal to delegate fire prevention inspections authority to the Chiefs of the King County Fire Districts and City Fire Departments within the County ("Chiefs") through inter-local agreement; and

WHEREAS, the County and Service Provider agree that that Service Provider is in the best position to administer and perform inspections of the Fire Code Operational Permit Program on behalf of the County; and

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

WHEREAS, it is the parties' intent that, except to the extent specifically delegated herein, any and all discretionary decision-making authority delegated to the County by RCW Title 19 including but not limited to code enforcement action shall remain with the County; and

WHEREAS, this Agreement is authorized by the State Building Code, Chapter 19.27 RCW, and the Inter-local Cooperation Act, Chapter 39.34 RCW.

NOW THEREFORE, in consideration of the terms and provisions herein, the County and the Service Provider agree to the following:

- 1. Authorization to Administer Sections of International Fire Code.**

1.1 Authorization. The Fire Marshal hereby authorizes and delegates to the Chief of the Service Provider the administrative authority to conduct KCC Title 17 inspections in accordance with IFC Sections 105 and 107, and KCC Title 17 as it may be subsequently amended, on behalf of the County within the unincorporated areas as described in this Agreement (the "Program"). The Program will be conducted for those operational permits required by IFC 105 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 beyond 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 area described in Section 1.1.3.

1.1.3 Service Area. The Service Provider shall be responsible for administering the Program in the unincorporated area of King County identified in Exhibit A ("Service Area").

1.2 Collection of Fees. In consultation with the County Fire Marshal or Department of Local Services, Permitting Director, the Service Provider shall establish an annual fee schedule that does not exceed the County's 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 January 1st to December 31st cycle, by the amount equal to the percentage increase in the Consumer Price Index (All Wage Earners) for Seattle-Tacoma-Bellevue as reported in June, 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 County delegates to the Service Provider all authority under the KCC Title 17 and the Washington Administrative Code (WAC) Chapter 51-54A necessary to implement and fulfill the provisions of this Agreement.

2. Administration and Implementation of the Program.

2.1 Scope. The Service Provider shall maintain a master list of fire operational permits identified in the Program in the Service Area. The County shall provide a list of fire operational permits previously issued by the County within 45 days of initial execution of this 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 upon request. The Service Provider is authorized to release all inspection records to the Washington State Rating Bureau upon request.

2.2 Permit File. At the Service Provider's request, the County shall provide the Service Provider with a copy of its fire inspection permit file or any related permit file for any property identified on the master list. The County will provide this information at no cost to the Service Provider.

2.3 Application Submittal. The County shall direct all requests for operational fire 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 fire operational permit applications for properties within the Service Area.

2.4 Inspections. The Service Provider shall conduct permit inspections 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 adhere to the following conditions to ensure coordination of the 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 the right of entry, the Service Provider will forward the occupancy name, address, date of the denied entry and a brief written narrative of the circumstances to the County Fire Marshal for further action.
- c) If, after three attempts within ninety days (90) days, the Service Provider is unable to make contact with the owner of the occupancy, the Service Provider will forward the occupancy name, address and a brief written narrative of the circumstances including dates of attempts made to the County Fire Marshal, or as otherwise directed by the County, for further action.
- d) The County shall promptly provide a written status report on all code enforcement matters within the Service Area upon request. The Service Provider is not obligated to perform additional inspections to any occupancy that has been forwarded to the County for code enforcement, until such time as County enforcement actions have been completed.

2.4.2 Violations of the Fire Code. The County and the Service Provider shall adhere to the following conditions to ensure coordination with the County's fire code enforcement efforts.

- a) If the Service Provider identifies a code violation(s) during an inspection, the Service Provider shall document the violation(s) with any and all specific code citation(s) on the inspection form and will issue a written inspection notice to the responsible party. The Service provider will schedule a re-inspection of the occupancy.
- 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 post a do not occupy placard, stop work notice 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, whichever comes first. If the responsible party is

unable to achieve required corrections as described above, the Service Provider shall forward the responsible party name, list of violations, and a brief written narrative of the circumstances to the Fire Marshal for code enforcement actions.

- d) The County shall promptly provide a written status report on all code enforcement matters within the Service Provider's 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. Permits will not be issued until all code violations are corrected and fees are received.

2.6 Form Review and Approval. The Upon request of the County, the Service Provider shall provide documents for review by the County.

2.7 County Assistance.

2.7.1 Interpretation of Code. The Service Provider shall consult with the County Fire Marshal if any questions regarding the interpretation or application of the KCC Title 17 necessary to carry out the provisions of this Agreement arise. The County retains authority to make all discretionary decisions required by the KCC Title 17 and, if necessary, to reverse or modify any discretionary decisions made by the Service Provider.

2.7.2 Requests for Assistance. During the inspection process, there may be occasions 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 within five (5) business days of receipt.

2.7.3 Code Appeals. In the event the owner of the occupancy at issue or other responsible party should wish to appeal any decision made by the Service Provider under this Agreement, the Service Provider shall direct the owner to file its appeal with the County. Service Provider shall assist in the code enforcement appeal process as requested by the County. The County shall provide the Service Provider, in writing, the outcome of the code appeal.

2.7.4 Access to Information. The County shall allow the Service Provider full access to County's held records required to carry out any provision of this Agreement.

2.7.5 Construction Related Activities. The County issues development permits which include related activities such as installation of tanks, racking, and spray booths. An Operational Fire Permit would be required for these processes. The County shall notify the Service Provider that a permit application was received which would require an Operational Permit be issued by the Service Provider. This notification is to ensure coordination between the County and the Service Provider. At application processing and after final approval, the County shall provide the Service Provider with the permit number, scope of work, business name.

2.7.6 KCC Title 17 Updates. The County may consider future amendments to KCC Title 17 when requested by the Service Providers to clarify the provisions of the agreement or streamline their efforts to carry out the provisions of the agreement.

3. Agreement Administration. The Division Director of King County Permitting, or authorized designee, and the Fire Chief of the Service Provider, or authorized designee, shall administer this

Agreement. The County and the Service Provider agree to review the provision of this Agreement annually, starting on or about January 31, 2023.

4. Modifications to Agreement. Pursuant to Section 8.7 this Agreement may be amended in writing as mutually agreed by the parties. All terms and conditions of the Agreement shall otherwise remain in full force and effect.

5. Duration. This Agreement shall be effective from the date signed by both the King County Executive, or authorized designee, and the Fire Chief of Mountain View Fire & Rescue, or authorized designee, and shall remain effective for a period of 10 years, unless terminated earlier as provided in Section 6.

6. Termination. Either party may terminate this Agreement with thirty (90) days advance written notice of the intent to terminate to the other party at the address listed below. The Service Provider agrees to provide the County with a status of all inspection activities for properties listed on the master list; in an electronic format, upon termination.

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 it and its personnel can perform the fire prevention administrative duties transferred in this Agreement in an efficient and cost-effective manner. Service Provider personnel performing services under this agreement are not King County employees, and shall not be considered King County employees for any purpose related to this Agreement. The County and Service Provider agree 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 it personnel in carrying out services contracted to be provided under this Agreement. Indemnification under this Agreement includes each party's agents or employees against the other party, 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 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 No Third Party Beneficiaries. This Agreement is entered into for the benefit of the parties hereto. No third-party beneficiaries are intended by this Agreement, and no other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

8.4 Filing/Website. A completed copy of this Agreement shall be included on the Service Provider's website and recorded with the King County Recorder's Office. It shall be listed by subject on the County's website or other electronically retrievable public source.

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 Dispute Resolution. If agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement, the Parties should attempt to use an informal dispute resolution process such as mediation, through an agreed-upon mediator and process, to resolve the disagreement. If the parties engage in mediation all costs for mediation services will be divided equally between the Parties and each Party will be responsible for the costs of its own legal representation.

8.7 Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

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 and/or other service providers.

8.13 Service Limitations. The services provided under this Agreement represent an extension and expansion of services the Service Provider owes to the general public. Neither party intends to create a special relationship or special duty to any individual or group of individuals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed this ____ day of _____, 2023.

Dow Constantine

King County Executive



Dawn Judkins

Fire Chief, Mountain View Fire & Rescue

Exhibit A

Map of Fire District

Mountain View Fire and Rescue

