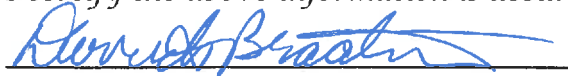


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: September 8, 2023	PREPARED BY: Derrick Braaten
Meeting Date Requested: September 13, 2023	PRESENTED BY: Derrick Braaten
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed: 5 minutes	
SUBJECT: A Professional Services Agreement, between Franklin County and Andrew S. Klein, P.E., CEM for the provision of building fire review and fire inspection services.	
FISCAL IMPACT: Will depend on the total number of inspections performed and the value of each project inspected. However, this is a fee-for-service contract, charged at a rate of \$200 per hour, which is passed on to the applicant and paid at the time of permit issuance.	
BACKGROUND: As required under RCW 19.27.110, the Franklin County Building Department enforces the most recently adopted version of the International Fire Code (IFC), a subsection of the Washington State Building Code. As part of the enforcement of the IFC, the Building Department reviews building and structure plans to determine what fire/safety requirements a proposed use must include in the design and construction of said structure. Proper review of structural fire plans and the performance of fire inspections is a specialized service, and existing Building Department staff is currently working to become certified to perform such services. Andrew S. Klein has all certifications required to perform the services being requested.	
RECOMMENDATION: Recommend that the Board of County Commissioners approve the resolution agreeing to enter into the Professional Services Agreement and sign the attached contract between Franklin County and Andrew S. Klein for the provision of building fire review and fire inspection services, as provided for in the attached contract.	
COORDINATION: Mike Gonzalez, County Administrator; Daniel Stovern, Chief Civil Deputy; Mike Troidl, Building Official.	
ATTACHMENTS: (Documents you are submitting to the Board) (1). Draft Resolution; (2). Draft Professional Services Agreement – Fire Review and Inspection Services	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) To the Clerk of the Board: 1 Original Resolution; 1 Copy of Signed Professional Services Agreement To Andrew S. Klein: 1 Copy of Signed Professional Services Agreement To Planning: 1 Copy Resolution, 1 Copy of Signed Professional Services Agreement	

I certify the above information is accurate and complete.



Derrick Braaten, Planning and Building Director

From: Daniel Stovern
Sent: Thursday, September 7, 2023 4:54 PM
To: Derrick Braaten; Civil Division
Cc: Mike R. Gonzalez; Mike Troidl
Subject: RE: Request for Review As To Form
Attachments: A S Klein Eng Proposal - Fire Code Enforcement DRAFT.docx

The indemnity clause needs to remove the term Gross. . With that modification this is approved.

Daniel Stovern

Chief Civil Deputy
County Risk Manager
Franklin County
P: (509) 545-3543 ext. 5837

From: Derrick Braaten <dbraaten@franklincountywa.gov>
Sent: Thursday, September 7, 2023 4:01 PM
To: Civil Division <civil@franklincountywa.gov>
Cc: Mike R. Gonzalez <mrgonzalez@franklincountywa.gov>; Mike Troidl <mtroidl@franklincountywa.gov>
Subject: Request for Review As To Form

Hello,

Please find attached a request for review as to form for a fire plan review and fire inspection services contract.

Please feel free to contact me with any questions,

Derrick Braaten

Planning and Building Director
Planning and Building Dept. | Franklin County, WA
Office tel. (509) 545-3521 | www.franklincountywa.gov/planning/

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY
AND ANDREW S. KLEIN, A CHEMICAL AND FIRE PROTECTION
ENGINEER, FOR THE PROVISION OF FIRE PLAN REVIEW, FIRE
INSPECTION SERVICES, AND FIRE PROTECTION DETERMINATIONS,
FOR THE ENFORCEMENT OF THE INTERNATIONAL FIRE CODE**

WHEREAS, as required under RCW 19.27.110, the Franklin County Building Department enforces the most recently adopted version of the International Fire Code (IFC), a subsection of the Washington State Building Code; and

WHEREAS, as part of the enforcement of the IFC, the Building Department reviews building and structure plans to determine what fire/safety requirements a proposed use must include in the design and construction of said structure; and

WHEREAS, proper review of structural fire plans and the performance of fire inspections is a specialized service, and existing Building Department staff is currently working to become certified to perform such services; and

WHEREAS, Andrew S. Klein has all certifications required to perform the services being requested; and

WHEREAS, this contract is an on-call, fee-for-services contract, at a rate of \$200 per hour, to be paid by the applicant at time of permit issuance; and

WHEREAS, the Franklin County Planning and Building Department shall act as the designated agency to coordinate with, and determine what plans are reviewed by, Mr. Klein, in the performance of these services; and

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Board of Commissioners hereby approves the attached Professional Services Agreement between Franklin County and Andrew S. Klein, to provide building fire plan review, fire protection determinations, and fire

inspection services, for Franklin County, and for those areas contracted with Franklin County for the provision of building services.

BE IT FURTHER RESOLVED the Board of County Commissioners authorizes the Chair to sign the agreement, which shall become effective upon the date signed.

APPROVED this 13th day of September, 2023.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member



Prepared For: Derrick Braaten
Director
Planning & Building

Date: July 24, 2023

Project Name: Franklin County Contracted Fire
Code Enforcement

Scope of Services: This is a proposal for on-call, contracted, fire code enforcement for projects in Unincorporated Franklin County, including those jurisdictions that have building services contracts with Franklin County, such as the City of Connell, the City of Mesa, and the City of Kahlotus. Services include all functions that a building department's fire code plans examiner and fire code inspector are expected to perform. These include, without limitation, plans examinations and inspections to verify compliance with the Washington State Fire Code and any related work. All requests for service under this contract shall be generated by the Franklin County Planning & Building Department, and shall not be initiated by an applicant, unless notice is provided to A S Klein Engineering, PLLC by the Franklin County Building Official, in writing.

Cost for Services: Services as described in the Scope of Services, above, shall be charged at a rate of \$200/per hour.

Additional Services: Additional services beyond those described in the scope above and requested by the Client will be billed at \$200 per hour unless a fixed-fee arrangement is agreed to in writing. Expenses will be billed at cost.

Terms and Conditions: Terms and conditions are set forth on Page 2.

For A S Klein Engineering, PLLC:

For Franklin County:

Andrew S. Klein

Date

Chair

Date



Terms and Conditions

The following are the applicable terms and conditions between **A S Klein Engineering, PLLC** and **Franklin County** (CLIENT) for consulting services:

1. **A S Klein Engineering, PLLC** warrants that it shall perform the work in accordance with the standards of care and diligence normally practiced by consultants performing services of a similar nature.
2. **A S Klein Engineering, PLLC** agrees not to divulge to any third party any confidential, secret or other information relating to CLIENT's activities and operations obtained by **A S Klein Engineering, PLLC** while performing the work except: Information which is, or properly becomes, part of the public domain; Information which is in **A S Klein Engineering, PLLC**'s possession at the time of disclosure by CLIENT; or Information properly disclosed to **A S Klein Engineering, PLLC** by a third party.
3. CLIENT shall not disclose **A S Klein Engineering, PLLC**'s work or derivatives thereof to any third party without the prior written consent of **A S Klein Engineering, PLLC** except that CLIENT may disclose **A S Klein Engineering, PLLC**'s work to the extent necessary to gain approval of and complete the project.
4. CLIENT shall release, defend and indemnify **A S Klein Engineering, PLLC** against any and all claims, demands and causes of action of CLIENT resulting from any and all acts or omissions of **A S Klein Engineering, PLLC** in the performance of the work except as to those acts or omissions constituting negligence or willful misconduct.
5. CLIENT may, with or without cause, terminate the work at any time upon ten working days' written notice to **A S Klein Engineering, PLLC**. Similarly, **A S Klein Engineering, PLLC** may, with or without cause, terminate the work at any time upon ten working days' written notice to CLIENT. In either case, **A S Klein Engineering, PLLC** shall be paid its reasonable out-of-pocket expenses incurred and fees earned to the date of termination as stated in this proposal and neither party shall be entitled to any other compensation or damages from the other.
6. Neither party shall be responsible or held liable to the other for consequential damages including, without limitation, loss of profit, loss of investment, loss of product or business interruption. The obligations, liabilities and remedies of the parties as provided herein are exclusive and in lieu of any others available at law or in equity.
7. All project specific applicant inquiries shall be directed to the Franklin County Planning & Building Department for a response, unless otherwise indicated by the Franklin County Building Official.
8. Invoices shall be sent to the Franklin County Building & Planning Department: 502 W. Boeing St., Pasco, WA 99301.
9. CLIENT agrees to pay **A S Klein Engineering, PLLC** the fee stated in this proposal within thirty days of the invoice date for work by **A S Klein Engineering, PLLC** as outlined in this proposal. Late payment shall be subject to a \$50 rebilling fee and interest accrued at a rate of 1.5 percent per month. A convenience fee of 3.7% is assessed to credit card payments.

These TERMS AND CONDITIONS and the PROPOSAL to which they apply constitute a complete contract and serve as the entire basis for agreement. No other representations or agreements of any kind, written or oral, shall apply. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.