

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND PIERCE  
COUNTY FIRE PROTECTION DISTRICT 3, RELATING TO DEVELOPMENT REVIEW  
PROCESS AND ENFORCEMENT OF THE INTERNATIONAL FIRE CODE FOR THE CITY  
OF LAKEWOOD**

THIS AGREEMENT is made and entered into by and between the City of Lakewood, incorporated under the laws of the State of Washington (hereinafter referred to as the "City") and Pierce County Fire Protection District 3, a municipal corporation of the State of Washington (hereinafter referred to as the "District"), effective the date on which the last party to sign this agreement so signs.

**WITNESSETH:**

WHEREAS, the City incorporated effective February 28, 1996; and,

WHEREAS, all local governmental authority and jurisdiction with respect to the newly incorporated City was transferred to the City upon incorporation; and,

WHEREAS, the City annexed into Pierce County Fire Protection District 2 after a vote of the people, for fire protection and emergency medical services; and,

WHEREAS, on March 1, 2011, Pierce County Fire Protection District 2, after a vote of the people, merged into the District, thereby dissolving Pierce County Fire Protection District 2 and becoming a part of the District; and,

WHEREAS, the City has adopted land use regulations and a series of safety codes pertaining to buildings, maintenance and use of structures and their occupancies, including, but not limited to, the International Building Code (IBC) and the International Fire Code (IFC); and,

WHEREAS both parties have the power, authority, and responsibility to provide fire protection within their respective boundaries; and,

WHEREAS, the City has further power, authority, and responsibility to enforce the codes that relate to fire control and fire protection; and,

WHEREAS, the District has a fully functional Fire Prevention Division and trained personnel that can and will conduct regular fire code safety inspections, provide public education, fire prevention; and,

WHEREAS, the City and the District wish to fully cooperate and coordinate activities that will avoid unnecessary duplication of effort and expenditures; and,

NOW THEREFORE, in consideration of the terms and provisions contained herein, IT IS AGREED by and between the City and the District as follows:

1. The District shall furnish a fire plan review process, fire code inspections, fire code permit issuance process, and fire origin and cause investigations.
2. One of the primary purposes of this agreement is to provide for International Fire Code enforcement in the City, by and through District Personnel. Therefore, this agreement shall be deemed a lawful delegation to the Fire Chief of the District, the City's statutory powers to enforce the International Fire Code and related City Ordinances, subject to the terms and conditions hereof.
3. The District shall appoint a representative(s) to participate in the City's development review process. This would include such items as site plans review process, technical review committees, pre-construction conference, and code enforcement. The City shall advise the District in a timely manner of meetings that will require its attendance.
4. The District and the City shall meet as needed, to address issues involved with this agreement, as reasonably requested by either party.
5. The District shall administer and enforce the International Fire Code for the City by conducting inspections, performing plan reviews on fire sprinklers, standpipes, fire alarm systems, road access, location and number of fire hydrants, and hood and duct extinguishing systems. Inspections of existing occupancies and new occupancies shall be conducted as follows:
  - a. Inspections are to be performed as per Section 104 and Section 105.2.2 of the International Fire Code.
  - b. Inspections in accordance with IFC shall be conducted at least annually for all divisions within Groups E, H, and I; and bi-annually for all divisions within Group A. In other types of occupancies, inspections shall be conducted as often as necessary as determined by the Fire Chief.
  - c. At the time of the first inspection, the Fire Prevention Division Inspectors shall determine if a valid permit is held by occupancies requiring a permit, pursuant to the IFC Section 105. If a valid permit is not held, an application will be given to the occupant, along with instructions. The completed application and all required permit fees shall be returned to the District. The District shall process the completed application and retain the required permit fees. All permit fees retained by the District for the calendar year shall be transmitted to the City in

January of the subsequent year. The District shall serve written notice of violation of the IFC to gain compliance and follow up with the re-inspection in a timely manner.

- d. The District shall serve written notice of violation of the IFC to gain compliance and follow up with the re-inspection in a timely manner.
  - e. If compliance is not achieved after the first re-inspection, a second written notice shall be served and a second re-inspection shall be scheduled.
  - f. Should compliance not be achieved upon the second re-inspection, the Fire Chief or designee in consultation with the City Attorney or designee may consider additional legal means for gaining compliance, including prosecuting the violations in the Lakewood Municipal Court. The Fire Chief or designee shall confer with the City Manager or his/her designee, and the City Attorney or his/her designee to consider responses to violations and non-compliance.
  - g. The Building Official shall interpret the differences between the Fire Code and Building Code and other Uniform Codes in accordance with City Ordinance. The Building Official is authorized to make such interpretations.
6. A copy of plans submitted to the City for building construction and/or alteration shall be submitted to the District for review. Generally, the District shall be responsible for determining:
- a. Locations of required fire hydrants.
  - b. Locations of Fire Department connections for standpipes and sprinkler systems.
  - c. Key box locations and approvals.
  - d. Fire flow requirements.
  - e. Plan Reviews in buildings classified as Group A,B,E,F,H,I,LC,M,R,S and U-1 occupancies.
  - f. Road access to property and buildings for firefighting purposes, including fire lanes, in accordance with IFC and local regulations.
7. The District shall review plans for Automatic Fire Suppression Systems and Fire Alarm and/or detection systems.

8. The District shall witness tests of Automatic Fire Suppression Systems and Fire Alarm and/or Detection systems. Such tests are to be performed by the installer.
9. The City and the District will conduct final inspections of new buildings, other than single family residences or private garages not larger than 3 stalls. The Building Official shall not issue a certificate of occupancy without the approval of the District.
10. The District shall review applications and perform field inspections of fireworks stands and public displays to insure compliance with applicable City and State laws. The District shall issue fireworks permits and insure that any bonds and/or cash deposits are in place, as may be required by applicable fireworks ordinance(s).
11. The District shall provide the City, upon request, a written report of the activities of the Fire Prevention Division, including inspections, permits issued, fees from permits and plan reviews.
12. The City shall protect, defend, indemnify, and save the District, its officers, employees, and agents harmless from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees, or agents relating to or in the performance of this agreement.
13. The District shall protect, defend, indemnify, and save the City its officers, employees, and agents harmless from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the District, its officers, employees, or agents relating to or in the performance of this agreement.
14. This agreement shall renew annually, and may be terminated by either party giving 180 calendar days' notice to the other, unless the parties otherwise mutually agree. The parties shall cooperate to implement and carry out the terms and provisions of this agreement, and shall further cooperate to identify any other action needed to carry out the purposes and intents of the parties regarding this agreement, and needed to comply with the codes and goals of the City and the District.
15. Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment<sup>by</sup> reason thereof.
16. Payment – The City and the District will share the personnel cost necessary to accomplish the purposes of the Agreement.

- a. The personnel cost necessary to accomplish the purposes of this Agreement for 2013 shall be \$400,000, which shall serve as the baseline annual cost for this Agreement.
- b. The baseline annual cost specified in paragraph 16a shall be increased annually by the Seattle-Tacoma-Bremerton Consumer Price Index (CPI).
- c. In January of each year, the District will provide the City with an invoice for 50% of the preceding year's personnel costs, as outlined above.
- d. Should construction permit activity significantly increase, the City and the District shall meet to discuss additional staffing needs and necessary payment needed to accommodate such increased workload.

#### 17. Audit and Review

- a. The City has the ability to review and audit the effectiveness of the terms of this Agreement on an annual basis. The City may review the workload and efficiency of the Fire Prevention Division to evaluate the actual cost of Fire Prevention services. Such a review may take into consideration workload, timeliness, responsiveness and may include comparisons with other similar or neighboring jurisdictions.
- b. The City must provide written notice to the District thirty (30) days in advance that the City plans to undertake such a review. The District will provide any and all necessary documentation to assist the City in its review.
- c. Should the City determine, through the course of a review, that the District is not efficiently providing the Fire Prevention services causing the City to pay more than necessary, the City may submit a request to the District to reorganize or reduce its Fire Prevention services to bring them into compliance with the City's findings.
- d. Should the District disagree with the City's review and reject a request for change in service delivery, the parties will enter into arbitration to resolve the disagreement.

#### 18. Miscellaneous Terms

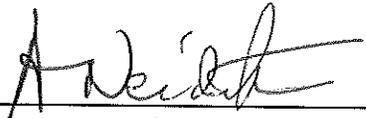
- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

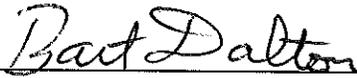
- b. The Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. The jurisdiction and venue for any action arising out of this Agreement shall be in Pierce County, WA.
- c. The captions in the Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto are as set forth hereinabove.
- e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- f. Unless otherwise specifically provided herein, any real property to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.
- g. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.
- h. 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 City shall have the right to terminate the Agreement.
- i. The Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenant or conditions other than those contained herein. No modifications or amendments of the Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
- j. Copies of this Agreement shall be filed with the respective Clerks or records management officials or the parties hereto, and listed by subject on either party's website.

IN WITNESS THEREOF, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the date indicated.

CITY OF LAKEWOOD

PIERCE COUNTY FIRE PROTECTION DISTRICT 3

  
Andrew E. Neiditz  
City Manager

  
Bart Dalton  
Chair, Board of Commissioners

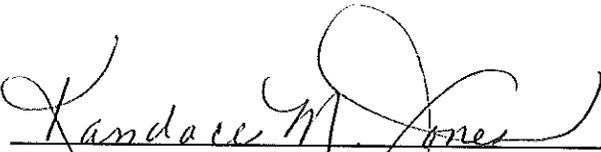
Date: 1-31-2013

Date: 1-16-13

Attest:

Attest:

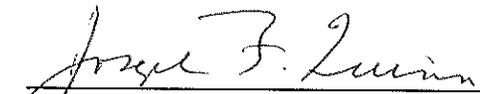
  
Alice M. Bush, MMC  
City Clerk 2-1-13

  
Kandace Jones  
District Secretary

Approved as to Form:

Approved as to Form:

  
Heidi Ann Wachter  
City Attorney

  
Joseph F. Quinn  
District Attorney