

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND PIERCE  
COUNTY FIRE PROTECTION DISTRICT 2, 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 2, 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 the District, after a vote of the people, for fire protection and emergency medical services; and,

WHEREAS, the City has adopted land use regulations, a series of safety codes having to do with 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,

WHEREAS, such agreements are specifically authorized by the Interlocal Cooperation Act of Chapter 39.34 of the Revised Code of Washington.

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 final cause and origin investigations. The Chief of the District is hereby agreed to be the City Fire Chief for purposes of administering and enforcing the IFC.
2. 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 conferences, and code enforcement. The City shall advise the District in a timely manner of meetings that will require its attendance.
3. The District shall have the discretion as to the personnel that will be assigned to the Prevention division. The District will inform the City, through written notice to the Building Official, of changes in personnel in the Prevention division within 10 business days. The District and the City shall meet as needed to address issues involved with this agreement, as reasonably requested by either party.
4. 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, hydrant location and number, hood and duct extinguishing systems, and maintaining a Fire Prevention Division. Inspections of existing occupancies and new occupancies shall be conducted as follows:
  - a. Inspections are to be performed as per Section 104 and Section 105.22 of the International Fire Code.
  - b. Inspections in accordance with the IFC shall be conducted at least annually for Group A, all divisions, Group E, all divisions, Group H, all divisions and Group I, all divisions. In other types of occupancies, the inspections shall be conducted as often as necessary as determined by the Fire Chief.
  - c. The District shall serve written notice of violations of the IFC to gain compliance and follow up with the re-inspection in a timely manner.
  - d. If compliance is not achieved after the first re-inspection, a second written notice shall be served.
  - e. After the second re-inspection for violation and a non-compliance still exists, then the Fire Chief or designee in consultation with the City Attorney or designee shall 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.
  - f. 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 application must be returned to the



10. The District shall review applications and perform field inspections of firework stands and public displays to insure compliance with applicable City and State laws. The District shall issue the fireworks permits and administer any bonds or cash deposits required by a fireworks Ordinance if adopted by the City.
11. The District shall provide the City, on a quarterly basis, a written report of the activities of the Fire Prevention Division, including inspections, permits issued, fees from permits and plan review.
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 90 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 by reason thereof.
16. Payment.
  - a. The base costs necessary to accomplish the purposes of this Agreement are estimated by the District to be \$234,596 during the 2004 contract year (September 1, 2003 – August 31, 2004). This will serve as the baseline annual cost for the contract. The City and District will split the cost to accomplish the purposes of this agreement with the District paying fifty percent (50%) of the costs and the City paying fifty percent (50%) of the costs.
  - b. In addition to the base cost established in paragraph 16a, the City and the District will share the costs associated with additional inspection staff added in 2004. These costs for 2005 are \$204,000 which shall serve as the initial annual cost for these additional staff. In 2005 the City shall pay 12.5% of these costs, in 2006 the City shall pay 25% of these costs, in 2007 the City shall pay 37.5% and in 2008 and for all future years the City shall pay 50% of these costs.

- c. Both the baseline annual cost specified in paragraph 16a and the additional cost in paragraph 16b shall be increased annually by the Consumer Price Index (CPI) using the Seattle-Tacoma-Bremerton index.
- d. By January 1<sup>st</sup> of each year the District will provide the City with an invoice for the costs outlined in paragraphs 16 a, b and c above.
- e. Previous Agreements between the City and the District have operated on a contract year of September 1<sup>st</sup> through August 31<sup>st</sup>. In order to bring the Agreement in to compliance with both the District's and the City's annual calendar year budget, this Agreement will be based on a twelve month calendar year (January 1 through December 31). However, in order to make this transition, the 2005 contract year shall be September 1, 2004 through December 31, 2005. For this special contract year, the City will pay the costs outlined in paragraphs 16 a and b minus the amount of permit fees remitted to the District for the same period of time. All subsequent years of this Agreement will operate on a twelve month calendar year.

#### 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 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.

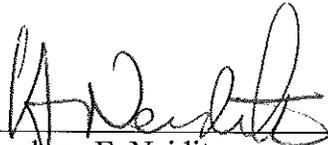
- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in Pierce County, Washington.

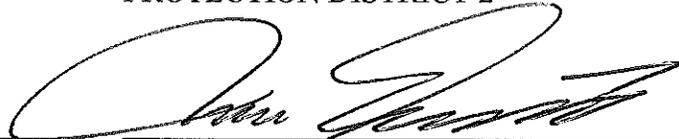
- c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation 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, and 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. This 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 this 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 Pierce County Auditor's Office and the respective Clerks or records management officials of the parties hereto.

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

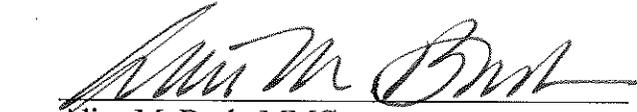
PIERCE COUNTY FIRE  
PROTECTION DISTRICT 2

  
\_\_\_\_\_  
Andrew E. Neiditz  
City Manager  
7.6.06

  
\_\_\_\_\_  
John Guizzetti  
Chair, Board Of Commissioners

Attest:

Approved as to Form:

  
\_\_\_\_\_  
Alice M. Bush, MMC  
City Clerk  
7-7-06

  
\_\_\_\_\_  
Heidi Ann Wachter  
City Attorney