

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD
AND PIERCE COUNTY FIRE PROTECTION DISTRICT 2, RELATING
TO DEVELOPMENT REVIEW PROCESS AND ENFORCEMENT OF
THE UNIFORM 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 will be 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 Uniform Building Code (UBC) and the Uniform Fire Code (UFC); and,

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

WHEREAS, the City has the further power, authority, and responsibility to enforce the codes that relate to fire control and fire prevention; 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 in 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 UFC.
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 and the City shall meet annually on or before March 31 to review the performance of this agreement. The District and the City shall also meet more often than once a year, as needed, to address issues involved with this agreement, as reasonably requested by either party.
4. The District shall administer and enforce the Uniform 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 103 and Section 105.4 of the Uniform Fire Code.
 - b. Inspections in accordance with the UFC 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 UFC to gain compliance and follow up with a 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 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 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 UFC 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 District and the District shall forward a reference copy of the Fire Code Application to the City Building Official. The District shall notify the City of its action and shall not issue the Fire Code permit if other outstanding permits exist within the City Building Department for that occupancy.
 - g. The Building Official shall interpret the differences between the Fire Code and the Building Code and other Uniform Codes in accordance with City Ordinance, and the Building Official is authorized to make such interpretations.
5. 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. Fire hydrant location requirements.
 - b. Location of Fire Department connections for standpipes and sprinkler systems.
 - c. Key box locations and approvals.
 - d. Fire flow requirements.
 - e. Plan Review buildings classified as Group A,B,E,F,H,I,M,R,S and U-1 occupancies.
 - f. Road access to property and buildings for firefighting purposes, including fire lanes, in accordance with the UFC and local regulations.
6. The District shall review plans for Automatic Fire Suppression Systems and Fire Alarm and/or detection systems.
7. The District shall witness tests of Automatic Fire Suppression System, Standpipes, and Fire Alarm and/or Detection Systems. Such tests are to be performed by the installer.
8. The Building Official shall not issue a certificate of occupancy without approval of the District. The City and the District will jointly conduct final inspections of new buildings, other than single family residences or private garages not larger than 3 stalls.

9. One of the primary purposes of this agreement is to provide for Uniform 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 of the City's statutory powers to enforce the Uniform Fire Code and related City Ordinances, subject to the terms and conditions hereof. For its assistance in providing plan review services as set forth in paragraph 5 hereinabove, and for its services in enforcing the Fire Codes and Ordinances as adopted by the City, the District shall receive fees for these services. Applicable fees shall be adopted by the City by Resolution, as provided by City of Lakewood Ordinance No. 19, or as provided as the fees set in the Uniform Fire Code adopted by the City in its Ordinance No. 29, or amendments thereto.
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 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 monthly basis, a report of the activities of the Fire Department including, but not limited to, the number of fires, aid calls, 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 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 a 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. 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 purpose of this Agreement is to accomplish the objectives of this Agreement.
- f. The costs necessary to accomplish the purposes of this Agreement are estimated by the District to be \$221,400 in 2001. Although not independently verified nor formally accepted by the City, in the interest of determining the amount it will pay under this Agreement, the City agrees and both parties stipulate that this amount shall serve as the initial first year "baseline" level. This amount shall be increased annually by the Consumer Price Index (CPI) using the Seattle-Tacoma-Bremerton index from July through June. Payment shall be made to the District by the City in accordance with the following formula:
 - 1) For 2001, the City will pay \$40,000 plus the fees specified by the provisions of paragraph 9 hereinabove, not to exceed 50% of the costs identified in Section f.
 - 2) For 2002, the City will pay \$50,000 plus the fees specified by the provisions of paragraph 9 hereinabove, not to exceed 50% of the costs identified in Section f.
 - 3) Beginning in 2003, the City and District will split the cost to accomplish the purposes of this agreement 50/50, provided however that the City's share will be reduced by the fees paid in accordance with the provisions of

paragraph 9 hereinabove, between September 1st and August 31st of the prior year.

- 4) In September of each year the District will provide an accounting to the City of the total fees paid in accordance with the provisions of paragraph 9 hereinabove, for the previous 12 months (September 1st through August 31st).
 - 5) In January of each year the City will pay to the District the difference between the fees reported by the District in (4) above, and the City's share of the total cost.
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- g. 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.
 - h. Unless a joint oversight and administration board is created as provided herein, the oversight and administration of the Agreement shall be by the respective named representatives delegated by the parties.
 - i. 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.
 - j. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.
 - k. 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.
 - l. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants 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.

ORIGINAL

- m. Copies of this Agreement shall be filed with the Pierce County Auditor's Office, The Secretary of State of the State of Washington, 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



D. Scott Rohlfs
City Manager



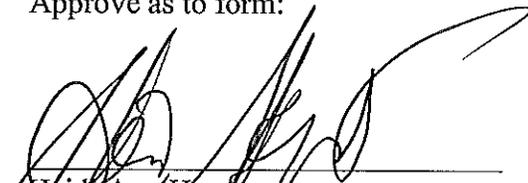
Thomas Kanno
Chair, Board of Commissioners

Attest:

Approve as to form:



Alice M. Bush, CMC
City Clerk
3-28-02



Heidi Ann Hors
City Attorney