

INTERLOCAL AGREEMENT BETWEEN THE CITY OF UNIVERSITY PLACE AND PIERCE COUNTY FIRE PROTECTION DISTRICT 3, RELATING TO DEVELOPMENT REVIEW PROCESS AND ENFORCEMENT OF THE UNIFORM FIRE CODE WITHIN THE CITY OF UNIVERSITY PLACE.

THIS AGREEMENT is entered into this day by and between THE CITY OF UNIVERSITY PLACE, a municipal corporation 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").

WHEREAS, RCW 39.34.080 authorizes public agencies to enter into agreements to perform any governmental service, activity, or undertaking which each public agency entering into the agreement is authorized to perform; and

WHEREAS, RCW 19.27.031 requires that there shall be in effect in all counties and cities the state building code, which includes the Uniform Fire Code, as adopted and amended by RCW 19.27; and

WHEREAS, The City has adopted certain land use regulations and public works standards that relate to fire access and protection for properties, and

WHEREAS, The District has a fully functional Fire Prevention Division and personnel trained in the enforcement of the provisions of the Uniform Fire Code and other regulations and standards related to fire prevention and safety, and

WHEREAS, The City and the District wish to fully cooperate and coordinate activities so as to avoid unnecessary duplication of effort and resources,

THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by the City and the District as follows:

SECTION 1. SERVICES PROVIDED BY THE DISTRICT.

1. The District's Fire Marshal, or other representative, shall work in conjunction with the City's Building Official to enforce the provisions of the Uniform Fire Code as adopted and amended by the City.
2. The District's Fire Marshal, or other representative, shall be a member of the City's Technical Review Committee and as such review proposals and inform applicants of the applicable regulations including, but not limited to, fire flow, fire sprinklers, fire alarm systems, fire access roads, and hydrant number and location.
3. The District's Fire Marshal, or other representative, shall review all plans for new construction, remodels and additions, tenant improvements, site development and land use applications for compliance with the Uniform Fire Code and other applicable regulations including, but not limited to, fire flow, fire sprinklers, fire alarm systems, fire access roads, and hydrant number and location.
4. The District's Fire Marshal, or other representative, shall review all plans submitted for fire sprinkler systems, fire alarm/or detection systems, fire standpipes and other fire suppression system to determine compliance with the pertinent regulations and standards.
5. The District's Fire Marshal, or other representative, shall inspect permitted projects for compliance with the requirements of the approved plans, the Uniform Fire Code and other applicable regulations and standards.

6. The District will conduct fire investigations for cause and origin in compliance with the requirements of the Uniform Fire Code and other local, state and federal regulations.
7. The District shall determine the need to call in the Pierce County Fire Marshal's office and/or other agencies for investigation of suspicious or possible arson situations. Any costs incurred are at the expense of the City.
8. The District shall review applications and perform field inspections of all fireworks stands and public displays to ensure compliance with applicable City and State laws and regulations. The District will issue fireworks permits and administer any bonds or cash deposits required by the pertinent ordinances, laws or regulations.
9. The District will perform periodic inspections of existing occupancies for fire safety. Inspections shall be annual for Group A, E, H and I occupancies and as determined by the Chief or Fire Marshal for Group B, F, M and S occupancies.

SECTION 2. SERVICES PROVIDED BY THE CITY.

1. The City, through its Building Official, shall provide assistance in the interpretation an application of the City's adopted codes, so as to ensure consistency.
2. The City will receive and process applications and route these to the District for review, comment and/or approval.
3. The City will issue permits ^{for} fire sprinkler systems, fire alarm systems and other suppression systems and collect appropriate fees for disbursement to the District.

SECTION 3. REPORTING.

1. The District shall provide the City, on a monthly basis, a report of the activities of District including, but not limited to, number of fires, aid calls and inspections.
2. The City shall provide the District a monthly report showing the number of permits processed ^{for} on behalf of the District and the fees collected.

SECTION 4. COMPENSATION.

1. Fees assessed for the District's fire prevention services relating to this agreement shall be established by resolution of the City Council. These fees include, but are not limited to, plan review fees, fire sprinkler permit fees, fire alarm permit fees and other fire suppression system permit fees. The fees collected shall be transferred to the District on a monthly basis.
2. In addition to fees collected the City shall compensate the District an annual amount of \$25,000, which shall be disbursed in equal quarterly payments to be made on Jan. 31st, April 30th, July 31st and Oct. 31st.

SECTION 5. DURATION. This agreement shall be effective January 1st 2001 and shall renew annually subject to joint agreement during an annual review of the terms and conditions. The annual review shall be coordinated so as to correspond to the budgetary cycles of the CITY and the DISTRICT.

SECTION 6. INDEMNIFICATION AND DEFENSE. The DISTRICT shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of the District's performance of the services provided under section 1 of this agreement. The CITY shall defend, indemnify and save harmless the DISTRICT, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of the City's performance of the services provided under section 2 of this agreement.

SECTION 7. NO THIRD-PARTY BENEFICIARY. The CITY does not intend by this agreement to assume any contractual obligations to anyone other than the DISTRICT, and the DISTRICT does not intend by this agreement to assume any contractual obligations to anyone other than the CITY. The CITY and the DISTRICT do not intend that there be any third-party beneficiary to this agreement.

SECTION 8. THE DISTRICT AS INDEPENDENT CONTRACTOR. The DISTRICT is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the CITY and the DISTRICT or any of the DISTRICT'S agents or employees.

Nothing in this agreement shall make any employee of the DISTRICT a CITY employee or any employee of the CITY a DISTRICT employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded the CITY or the DISTRICT employees by virtue of their employment.

SECTION 9. NON-DISCRIMINATION. The CITY and the DISTRICT certify that they are Equal Opportunity Employers.

SECTION 10. ASSIGNMENT. Neither the CITY nor the DISTRICT shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 11. NOTICE. Any formal notice or communication to be given by the DISTRICT to the CITY under this agreement shall be deemed properly given if deliver, or if mailed postage prepaid and addressed to:

CITY OF UNIVERSITY PLACE
3715 Bridgeport Way W
University Place, WA 98466

Attention: City Manager

Any formal notice or communication to be given by the CITY to the DISTRICT under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Fire District #3
7909 40th St. W
University Place, WA 98466

Attention: Fire Chief

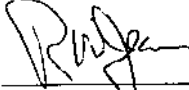
SECTION 12. FILING. Copies of this Interlocal Agreement, together with a resolution of the University Place City Council and a resolution of the Board of Fire Commissioners approving and ratifying this agreement, shall be filed with the University Place City Clerk, the Pierce County Auditor, and the Secretary of the State of Washington after execution of the agreement by both parties.

SECTION 13. TERMINATION. This agreement may be terminated by either party upon 30 days prior written notice. In the event of termination, the DISTRICT shall be entitled to compensation for all actual costs incurred up to the date of termination; Provided, that if the termination is for material breach, no further compensation shall be paid. Failure to comply with any of the provisions stated herein shall constitute material breach.

SECTION 14 SEVERABILITY. If any portion of this agreement is held to be illegal or invalid, the remaining provisions shall remain in full force.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

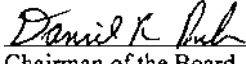
UNIVERSITY PLACE



Robert W. Jean
City Manager


12/21/00
Date

FIRE DISTRICT #3



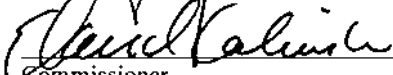
Daniel R. Hub
Chairman of the Board

9 Jan 2001
Date



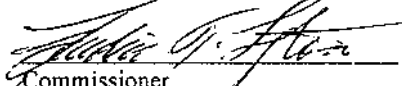
Larry L. Wilson
Commissioner

1-9-01
Date



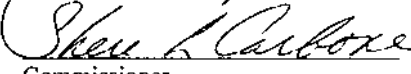
Daniel Kalinski
Commissioner

1-9-01
Date



Thomas P. Hester
Commissioner

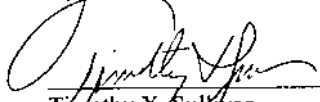
1-9-01
Date



Steve L. Carbone
Commissioner

1/9/01
Date

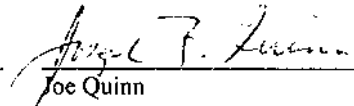
Approved as to Form:



Timothy X. Sullivan
University Place City Attorney

12/20/00
Date

Approved as to Form:



Joe Quinn
District #3 Attorney

1/12/01
Date

Attest



Catrina Craig, CMC
City Clerk

12/21/00
Date