

RESOLUTION NO. 119

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF FIRCREST AND THE CITY OF UNIVERSITY PLACE, TO PROVIDE INSPECTION AND PLAN REVIEW SERVICES.

BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. The City Manager or his designee is authorized and directed to execute on behalf of the City the agreement with the City of Fircrest to provide inspection and plan review services.

Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 7, 1996.

  
Ronald L. Williams, Mayor

ATTEST:

  
Susan Matthew, City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF UNIVERSITY PLACE AND THE  
CITY OF FIRCREST RELATING TO PROVIDING PLAN REVIEW AND INSPECTION  
SERVICES FOR BUILDING PERMITS ISSUED BY THE CITY OF FIRCREST.**

THIS AGREEMENT is entered into this day by and between the CITY OF UNIVERSITY PLACE, a municipal corporation of the State of Washington and the the CITY OF FIRCREST, a municipal corporation of the State of Washington.

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

WHEREAS, RCW 19.27.050 requires that any county or city not having a building department shall contract with another county, city, or inspection agency for enforcement of the state building code within its jurisdiction; and

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, the City of University Place has the necessary capabilities, including technical and professional expertise, to perform the services set forth in this agreement;

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

**SECTION 1. SERVICES PROVIDED BY THE CITY OF UNIVERSITY PLACE.** The CITY OF UNIVERSITY PLACE shall provide the following services:

- A. Plan Review - Application for permit shall be reviewed, in a timely manner, for compliance with the Uniform Codes adopted by RCW 19.27.031 and as further amended by the CITY OF FIRCREST. Such review shall include any necessary communication and correspondence with the applicant, designer or engineer to obtain clarification and/or revisions. Applications deemed to comply with applicable codes will be stamped approved and returned to the CITY OF FIRCREST for issuance of permits.
- B. Inspection - Projects currently and subsequently permitted by the CITY OF FIRCREST shall be inspected, in a timely manner, for compliance with the approved plans and the applicable codes. Such inspection shall include writing of any necessary correction notices, providing follow-up communication with contractors and builders and approving work deemed to comply. Copies of all correction requests and approvals shall be returned to the CITY OF FIRCREST for record maintenance.

C. Support - The CITY OF UNIVERSITY PLACE Building Division staff will provide technical expertise and interpretation consultation to City of Fircrest staff, as an aid to decisions relating to the Codes enumerated in RCW 19.27.031.

D. Excluded - The CITY OF UNIVERSITY PLACE will not provide enforcement of any ancillary codes adopted by the CITY OF FIRCREST, such as the Uniform Sign Code, Uniform Housing Code, Code for Abatement of Dangerous Buildings; nor any ordinances or codes not specifically mentioned herein. Enforcement upon violations and the posting of Stop Work orders, remain the responsibility of the CITY OF FIRCREST, unless specifically agreed to on a case by case basis.

**SECTION 2. SERVICES PROVIDED BY THE CITY OF FIRCREST.** The CITY OF FIRCREST shall provide the following:

A. Building Official - The Planning and Building Director of the CITY OF FIRCREST shall maintain the powers and duties of building official for final interpretation and application of the Codes.

B. Appeals -. The CITY OF FIRCREST shall be solely liable for processing appeals of any decision covered by this agreement.

C. Permits and Applications - The applications for, and issuance of, permits shall be processed by the CITY OF FIRCREST..

D. Inspection requests - the CITY OF FIRCREST will require that all requests for inspection shall be made to the CITY OF FIRCREST. The CITY OF FIRCREST staff will communicate these requests to the CITY OF UNIVERSITY PLACE building staff for action.

E. Records - The maintenance and storage of records pertaining to inspections and reviews covered by this agreement shall be maintained by the CITY OF FIRCREST.

**SECTION 3. REPORTING.** The CITY OF UNIVERSITY PLACE shall provide a monthly report itemizing the work performed under the provisions of this agreement. This will include a summary of the number and type of plan reviews and inspections performed. The summary will detail the hours spent in performing these functions.

**SECTION 4. COMPENSATION.** The services provided by the CITY OF UNIVERSITY PLACE shall be at a rate of \$42.00 per hour computed at one half hour minimum increments.

The CITY OF UNIVERSITY PLACE shall submit an invoice by the 10th of the month for services provided during the previous month. The CITY OF FIRCREST shall make payment to the CITY OF UNIVERSITY PLACE within 30 days of receipt of a monthly invoice.

**SECTION 5. DURATION.** This agreement shall be effective upon signature by both parties. It shall remain in effect until December 31, 1996.

**SECTION 6. INDEMNIFICATION AND DEFENSE.** The CITY OF FIRCREST shall defend, indemnify and save harmless the CITY OF UNIVERSITY PLACE, its officers, employees and agents from any all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the CITY OF FIRCREST, its officers, employees, or agents associated with this agreement. In executing this agreement, the THE CITY OF FIRCREST does not assume liability or responsibility for or release the CITY OF UNIVERSITY PLACE from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of the CITY OF UNIVERSITY PLACE ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such the CITY OF UNIVERSITY PLACE ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the CITY OF UNIVERSITY PLACE shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY OF UNIVERSITY PLACE, the CITY OF FIRCREST, or both, the CITY OF UNIVERSITY PLACE shall satisfy the same, including all chargeable costs and attorney's fees.

The CITY OF UNIVERSITY PLACE shall defend, indemnify and save harmless the CITY FIRCREST, its officers, employees and agents from any and all costs, claims judgments or awards of damages, resulting from the acts or omissions of the CITY OF UNIVERSITY PLACE, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY OF UNIVERSITY PLACE does not assume liability or responsibility for or release the CITY OF FIRCREST from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of the CITY OF FIRCREST ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and or validity of any such the CITY OF FIRCREST ordinance, rules, regulation, resolution, custom, policy or practice is at issue, the CITY OF FIRCREST shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY OF FIRCREST, the CITY OF UNIVERSITY PLACE, or both, the CITY OF FIRCREST shall satisfy the same, including all chargeable costs and attorney's fees.

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

**SECTION 8. CITY OF UNIVERSITY PLACE AS INDEPENDENT CONTRACTOR.** The CITY OF UNIVERSITY PLACE 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 OF FIRCREST and the CITY OF UNIVERSITY PLACE or any of the CITY OF UNIVERSITY PLACE's agents or employees. The CITY OF UNIVERSITY PLACE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by the CITY OF UNIVERSITY PLACE pursuant to this agreement.

Nothing in this agreement shall make any employee of the CITY OF FIRCREST a CITY OF UNIVERSITY PLACE employee or any employee of the CITY OF UNIVERSITY PLACE a CITY OF FIRCREST 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 OF UNIVERSITY PLACE or the CITY OF FIRCREST employees by virtue of their employment.

**SECTION 9. NON-DISCRIMINATION.** The CITY OF UNIVERSITY PLACE and the CITY OF FIRCREST certify that they are Equal Opportunity Employers.

**SECTION 10. ASSIGNMENT.** Neither the CITY OF UNIVERSITY PLACE nor the CITY OF FIRCREST 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 CITY OF UNIVERSITY PLACE to the CITY OF FIRCREST under this agreement shall be deemed properly given if deliver, or if mailed postage prepaid and addressed to:

CITY OF FIRCREST  
115 Ramsdell Street  
Fircrest, Washington 98466

Attention: City Manager

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

CITY OF UNIVERSITY PLACE  
3715 Bridgeport Way West  
University Place, Washington 98466

Attention: City Manager

The name and address to which communications shall be directed may be changed at any time, and from time to time, by either the CITY OF FIRCREST or the CITY OF UNIVERSITY PLACE upon giving ten days prior notice thereof to the other as herein provided.

**SECTION 12. FILING.** Copies of this Interlocal Agreement, together with the resolution of the University Place City Council and the Fircrest City Council approving and ratifying this agreement, shall be filed with the University Place City Clerk, the Fircrest 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 City of University Place shall be entitled to compensation for all actual costs incurred up to the date of termination. In the event of termination the City of University Place will continue to process such applications and perform such inspections as the City of Fircrest may, in writing, direct during the transition period. The City of University Place shall be entitled to compensation for any work performed during transition.

**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

FIRCREST

  
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ROBERT W. JEAN  
City Manager

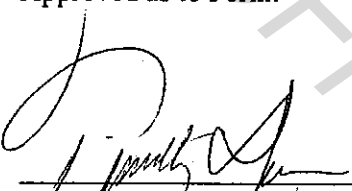
10/15/96  
Date

  
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DENNIS R. RICHARDS  
City Manager

10/1/96  
Date

Approved as to Form:

Approved as to Form:

  
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TIMOTHY X. SULLIVAN  
University Place City Attorney

10/15/96  
Date

  
\_\_\_\_\_  
PATRICK COMFORT  
Fircrest City Attorney

10/1/96  
Date