

RESOLUTION NO. 39

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT RELATING TO DEVELOPMENT
REVIEW PROCESS AND ENFORCEMENT OF THE UNIFORM
FIRE CODE.**

**BE IT RESOLVED BY 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 Relating to Development Review Process and Enforcement of the Uniform Fire Code, effective August 31, 1995.

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. The effective date of the agreement will be the official date of incorporation.

ADOPTED BY THE CITY COUNCIL ON AUGUST 14, 1995.



Stanley L. K. Flemming, Mayor

ATTEST:



Susan Matthew, City Clerk

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

5 This agreement is made and entered this date by and between the City of University Place, incorporated under the
6 laws of the State of Washington (hereinafter referred to as the "City") and Pierce County Fire Protection District 3,
7 a municipal corporation of the State of Washington (hereinafter referred to as the "District").
8

9 WHEREAS, The City will be incorporated effective August 31, 1995, and
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11 WHEREAS, all local governmental authority and jurisdiction with respect to the newly incorporated City
12 transferred to the City upon incorporation, and
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14 WHEREAS, the City has adopted land use regulations, a series of safety codes having to do with buildings,
15 maintenance and use of structures and their occupancies, including, but not limited to, the Uniform Building Code
16 (UBC) and the Uniform Fire Code (UFC), and
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19 WHEREAS, both parties have the power, authority, and responsibility to provide fire protection within their
20 respective boundaries, and
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22 WHEREAS, the City has the further power, authority, and responsibility to enforce the codes that relate to fire
23 control and fire prevention, and
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25 WHEREAS, the District has a fully functional Fire Prevention Division and trained personnel that can and will
26 conduct regular fire code safety inspections, investigate for cause of fires, provide public education, fire prevention,
27 and
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1 WHEREAS, the City and the District wish to fully cooperate and coordinate activities that will avoid unnecessary
2 duplication of effort and expenditures, and

3
4 WHEREAS, such agreements are specifically authorized by the Interlocal Cooperation Act in Chapter 39.34 of the
5 Revised Code of Washington,

6
7 NOW THEREFORE, In consideration of the terms and provisions contained herein, it is agreed by and between
8 the City and the District as follows:

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10 1. The District shall furnish a fire plan review process, fire code inspections, and initial fire
11 investigation "for cause and origin."

12
13 2. The District will appoint a representative(s) to participate in the City's development review
14 process. This would include such items as Site Plans Review process, Technical Review Committees, Pre-
15 construction conferences, and code enforcement. The City will advise the District in a timely manner of
16 meetings that will require their attendance.

17
18 3. The District shall have the discretion as to the personnel that will be assigned to the Prevention
19 Division. The District and the City will meet annually on or before March 31 to review the performance
20 of this agreement.

21
22 4. The District will carry out the intent of the Uniform Fire Code for the City by conducting
23 inspections, fire investigations for "cause and origin", performing plan reviews on fire sprinklers,
24 standpipes, fire alarm systems, road access, hydrant location and number, hood and duct extinguishing
25 systems, and maintaining a Fire Prevention Division. Inspections of existing occupancies and new
26 occupancies will be conducted as follows:
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- 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 will serve written notice of violations of the UFC to gain compliance and follow up with a reinspection in a timely manner.
 - d. If compliance is not achieved after the first reinspection, a second written notice will be served.
 - e. After the second reinspection for violation and a non-compliance still exists, then the Fire Chief will consider additional legal means for gaining compliance. The Fire Chief will confer with the City Manager or his/her designee.
 - f. At the time of the first inspection, the Fire Prevention Division Inspectors will 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 will forward a reference copy of the Fire Code Application to the City Building Official. The District shall notify the City of its action and will not issue the Fire Code permit if other outstanding permits exist within the City Building Department for that occupancy.

1 g. The Building Official will interpret the differences between the fire Code and the
2 Building Code in accordance with City Ordinance.
3

4 5. The District will conduct Fire Investigations in conformance with the UFC and other local, state
5 or federal regulations. All investigations involving the crimes of arson or mischievous burning are to
6 be conducted and the appropriate police agency notified. This does not preclude any coordination or
7 cooperation with any other appropriate agency.
8

9 6. A copy of plans submitted to the City for building construction and/or alteration will be
10 submitted to the District for review. Generally, the District will be responsible for determining:
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12 a. Fire hydrant location requirements.
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14 b. Location of Fire Department connections for standpipes and sprinkler systems.
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16 c. Key box locations and approvals.
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18 d. Fire flow requirements.
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20 e. Plan Review buildings classified as Group A, B, E, F, H, I, M, R, S and U-1
21 occupancies.
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23 f. Road access to property and buildings for firefighting purposes, including fire lanes, in
24 accordance with the UFC and local regulations.
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27 7. The District will review plans for Automatic Fire Suppression Systems and Fire Alarm and/or
28 detection systems.
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2 8. The District will witness tests of Automatic Fire Suppression System, Standpipes, and Fire
3 Alarm and/or Detection Systems. Such tests are to be performed by the installer.

4
5 9. The Building Official shall not issue a certificate of occupancy without approval of the District.
6 The City and the District will jointly conduct final inspections of new buildings, other than single family
7 or private garages.

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9 10. One of the primary purposes of this agreement is to provide for Uniform Fire Code enforcement
10 in the City, by and through District Personnel. Therefore, this agreement shall be deemed a lawful
11 delegation of the City's statutory powers to enforce the Uniform Fire Code and related City ordinance,
12 subject to the terms and conditions hereof. For such assistance of enforcing the Codes and Ordinances as
13 adopted by the City, the District shall assess and receive fees for its District Fire Prevention services.
14 Applicable fees shall be adopted by resolution, as provided by Ordinance No. 12.

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17 11. The District will review applications and perform field inspections of fireworks stands and public
18 displays to insure compliance with applicable City and State laws. The District will issue the fireworks
19 permits and administer any bonds or cash deposits required by the fireworks ordinance.

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21 12. The District shall provide the City, on a monthly basis, a report of the activities of the Fire
22 Department including, but not limited to, the number of fires, aid calls, inspections, permits issued, fees
23 from permits and plan review. This report shall be submitted within fifteen (15) days after the end of
24 each month and shall include that month's activity, cumulative year to date, and comparable activity for
25 the prior year.

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27 13. The City shall protect, defend, indemnify, and save the District, its officers, employees, and
28 agents harmless from any and all costs, claims, judgments, or awards of damages arising out of or in any
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1 way resulting from the negligent acts or omissions of the City, its officers, employees, or agents relating to
2 or in the performance of this agreement.


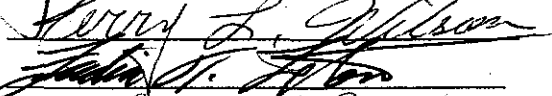
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4 14. The District shall protect, defend, indemnify, and save the City, its officers, employees, and
5 agents harmless from any and all costs, claims, judgments, or awards of damages arising out of or in any
6 way resulting from negligent acts or omissions of the District, its officers, employees, or agents relating to
7 or in the performance of this agreement.

8
9 15. This agreement shall renew annually, and may be terminated by either party giving 180 calendar days
10 notice to the other, unless the parties otherwise mutually agree.

11
12 The foregoing items are not intended to be all-inclusive, but to demonstrate intent of a cooperation needed to
13 comply with the codes and goals of the City and the District.

14
15 IN WITNESS THEREOF, the parties acting in their official capacities have hereby executed this Agreement by
16 affixing thereto the signatures of the proper officers on the date indicated.

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19 PIERCE COUNTY FIRE PROTECTION
20 DISTRICT 3

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22 

23 Date 

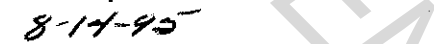

24 Approve as to form:

25
26 OFFICE OF THE CITY ATTORNEY

27 BY: 
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CITY OF UNIVERSITY PLACE



Robert W. Jean, Interim City Manager


Date

Filed with the City Clerk 8-14-95

Effective Date 8-31-95

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UNOFFICIAL DOCUMENT