

CITY OF ROY, WASHINGTON

**RESOLUTION NO. 859**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROY,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO  
SIGN AND ENTER INTO AN AGREEMENT FOR FIRE INSPECTION  
SERVICES WITH PIERCE COUNTY.**

**WHEREAS**, by Resolution No. 717, the City of Roy entered into an Agreement for Fire Inspection Services with Pierce County for the year 2013, with automatic annual renewals for a total of five years; and

**WHEREAS**, said agreement requires renewal for 2018 and following years; and

**WHEREAS**, the City believes it to be in the best interests of its citizens that Pierce County provide fire inspection services within the City's jurisdiction;

**NOW, THEREFORE**, be it resolved by the City Council of the City of Roy, Washington:

**Section 1.** The City Council of the City of Roy approves the Agreement for Fire Inspection Services with Pierce County with the fees shown in Pierce County Code Table 17C.60-2.

**Section 2.** Severability. If any section, sentence, clause or phrase of this Resolution should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

**Section 3.** All acts consistent with this resolution are hereby authorized.  
Adopted this 8<sup>th</sup> day of January, 2018.

  
RAWLIN MCDANIEL, Mayor

Attest:

  
DEBRA DEARINGER  
City Clerk-Treasurer

Approved as to Form:

  
LISA MARIE ROYBAL ELLIOTT  
City Attorney

## AGREEMENT FOR FIRE INSPECTION SERVICES

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the City of Roy, a municipal corporation of the State of Washington, (hereinafter referred to as "City").

WHEREAS RCW 19.27.031 provides that there shall be in effect in all counties and cities the state building code which shall consist of the following codes which are hereby adopted by reference; and

WHEREAS RCW 19.27.031 (3) provides the adoption of the International Fire Code including those standards of the National Fire Protection Association specifically referenced in the IFC: PROVIDED, That, notwithstanding any wording in the code, participants in religious ceremonies shall not be precluded from carrying hand-held candles; and

WHEREAS Roy City Code Title 10, Section 1-3 adopts the International Fire Code as now enacted or hereafter amended, and as adopted and amended by the state of Washington; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County provide fire inspection services within the City's jurisdiction; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

I. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide Fire Inspection Services of all commercial occupancies for compliance with the fire code, and to conduct inspections in a competent customer friendly manner and to pursue compliance with the fire code to a reasonable conclusion.

2. Duration. The duration of this agreement shall be that period commencing on the first day of January, 2018, and shall terminate on the last day of December, 2018 and shall be automatically renewed for one year on each annual anniversary, for no more than four additional one year terms, unless terminated earlier in accordance with the terms hereof.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Fire Inspections" means the process of determining if a commercial occupancy is in compliance with the provisions of the scope and intent of the fire code, see IFC Section 106.

B. "Fire Inspector" means an employee of the Pierce County Fire Prevention Bureau fully trained and equipped to conduct competent, complete and accurate fire inspections.

C. "On-Call" means a Fire Inspector or DFM immediately available for response to a fire code related incident at all times.

4. Services. County shall provide fire inspection services in a professional customer friendly manner and fashion utilizing recognized techniques, practices and skills as associated

with fire inspections throughout the United States. County shall perform all services as specified in Attachment "A".

5. Records Management. County shall provide copies of all fire inspections to the City when any new inspection activity is performed. City shall be the custodian of such complete fire inspection records pursuant to State law. County shall release no records, reports or information concerning any fire inspections performed for the City, unless required to do so by law, without written authorization by the City.

6. Compensation. City shall pay County per Attachment "B" attached to this agreement.  
Payment for services are due when billed to the City.

7. Termination. Either party may terminate this agreement upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County, to:	Pierce County DEM Director 2501 S 35th St, Suite D Tacoma, WA 98409
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If to City, to:	City of Roy Mayor Anthony McDaniel 216 McNaught St S ROY, WA 98580
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8. Renewal. This agreement will renew automatically unless termination is requested per # 7 above.

9. Hold Harmless and Indemnification. Each party shall defend, indemnify and hold harmless the other from liability or any claim, demand or suit arising because of said party's negligence or intentional acts. Each party shall promptly notify the other of any such claim.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City, its officers, officials, employees and agents, and the County, its officers, officials, employees and agents, each party's liability hereunder shall be only to the extent of that party's negligence.

10. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

11. Breach of Contract. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

12. Modification. This Agreement may be amended or modified only by express written consent of both parties.

13. Non-discrimination. The Fire Inspector agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The Fire Inspector shall not discriminate in performance of his or her duties and responsibilities hereunder because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran status, military status, the presence of any sensory, mental or physical handicap, or any other classification protected by law. In the event of noncompliance by the parties with any of the non-discrimination provisions of this Agreement, the City shall be deemed to have cause to terminate this Agreement, in whole or in part.

14. Severability. If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and binding. It is the intention of the parties thereto that each provision hereof is agreed to separately in the event that one or more of such provisions shall be held invalid.

15. Arbitration. As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this Agreement, a party may demand that any such dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each party hereby consents to any such disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Dated this 19th day of March, 2018.

**PIERCE COUNTY**

**CITY OF ROY**

Recommended:

By W. Webb Date 1-24-18  
Warner Webb  
Fire Marshal

By Anthony McDaniel Date 1/21/18  
Anthony McDaniel  
Mayor

Approved as to legal form only:

By Donna Masum Date 2-27-18  
Deputy Prosecuting Attorney

By [Signature] Date 1/9/18  
Attorney

Recommended:

By Gary Ferguson Date 3/19/18  
~~Budget and Finance~~

Approved:

By [Signature] Date 02/09/18  
Lowell Porter  
DEM Director

Attachment "A"  
**City of Roy**  
Fire Inspection Services Work Plan

County shall be responsible for the following:

1. Provide appropriate supervision of Fire Inspection Services program and assigned personnel.
2. Provide an On-Call Fire Inspector(s) available to respond to Fire Code investigation incidents 24 hours per day, 365 days per year. (Overcrowding, blocked fire access, unsafe electrical other fire code related immediate unsafe situation for the public)
3. Provide all necessary training, equipment and supplies required to conduct complete, quality Fire Inspections.
3. Provide necessary assistance to City of Roy law enforcement and prosecution personnel as it relates to Fire Inspection code enforcement.
5. Provide additional support and resources (staffing and material) as necessary to conduct complete, quality Fire Inspections.
6. Provide copies of all inspections as new activity occurs by Fire Inspectors related to Fire Inspections within City of Roy.
7. Provide Expert testimony in court relative to Fire Inspections conducted in the City of Roy.
8. Provide training for City and Pierce County's personnel in the Fire Codes and provide information to assist Pierce County in building a data base for pre-fire program.

## ATTACHMENT "B"

### City of Roy

#### Fire Inspection Services Compensation Plan

The City shall pay directly to the County the following fee per business per inspection:

**A. Inspection Fees.** There is hereby imposed an inspection fee for the Commercial Inspection Program (CIP), as shown in Pierce County Code Table 17C.60-2 as set forth on the date of this Agreement, for all fire and life safety inspections performed pursuant to the provisions of the International Fire Code, as now enacted or hereafter amended. The inspection fee shall include the original inspection, and one (1) re-inspection (for the purpose of ensuring the correction of any deficiencies noted during the original inspection). If additional re-inspections are necessary (to ensure correction of any deficiency or defect) the Fire Prevention Bureau shall charge a fee of \$80.00 per hour with a one-hour minimum and with additional time to be computed in quarter hour increments.

**B. After-Hours Inspection Fee.** Inspection shall be conducted between the hours of 8 am and 5 pm. Any inspection outside of that time frame shall be known as an after-hours inspection. After-hours inspections shall only be authorized by the Mayor or Police Chief of the City when it is necessary because a business requests this service to the Mayor or the police department has found a violation of the code that is an immediate threat to the safety of the public. The County shall charge an additional fee of \$80.00 per hour, with a one-hour minimum, with additional time to be computed in quarter hour increments, and to include travel time.