

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BONNEY LAKE
AND EAST PIERCE FIRE AND RESCUE**

THIS INTERLOCAL AGREEMENT is made and entered into by and between the City of Bonney Lake, Washington, a Washington municipal corporation (hereinafter the "City"), and East Pierce Fire and Rescue, a Washington municipal corporation (hereinafter the "District"), who shall hereinafter be collectively referred to as the "Parties", for purposes of setting forth the terms and conditions for the provision of fire inspection services

WITNESSETH:

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the Parties have the authority to contract for the provision of fire inspection services, pursuant to chapter 39.34 RCW and RCW 52.12.031(4); and

WHEREAS, in the District's performance of such Fire Inspection Services, the District is required to use the International Fire Code, as adopted by the City pursuant to RCW 35A.12.140 and the City Municipal Code, 15.24.020;

WHEREAS, the Parties have the authority to perform fire inspections, pursuant to International Fire Code ("IFC") Section 106.2; and

WHEREAS, the District acknowledges that nothing in this Agreement or Title 52 RCW grants code enforcement authority to the District (see RCW 52.12.031(7)); and

WHEREAS, the City desires to contract with the District for the provision of fire inspection services within the City, for the purpose of promoting fire and life safety education, ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the International Fire Code, as adopted by the City, and of any other law or standard affecting fire safety; and

WHEREAS, the District desires to provide such fire inspection services for the consideration described herein; and

WHEREAS, the partnership between the Parties for fire inspections creates benefits for the community and the Parties. These benefits include quality fire and life safety inspections, pre-emergency planning, direct access to structures by first responders and other efficiencies.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to describe the terms and conditions under which the parties will cooperate in the provision of fire inspection services within the City.

Section 2. Services to be provided by District. The District agrees to provide the following services, pertaining solely to commercial entities and specifically excluding residential properties, within the City:

Inspections.

- a. Life Safety Inspections. The District shall provide for a fire safety and life safety inspection program consistent with Attachment A to this Agreement.
- b. Schedule. Qualified District personnel will inspect commercial buildings and structures in the City on a reasonable schedule that endeavors to inspect each commercial building no less than annually. When the District or City deems an inspection necessary based upon receipt of a complaint or otherwise becomes aware of circumstances that require an inspection, the District shall inspect the premises or structure within ten (10) days of receipt of such information or complaint.
- c. Code Enforcement. Although the District shall provide inspection services, the City shall be responsible for taking any action to enforce the provisions of the IFC. The City shall be fully responsible for bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the IFC and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. The District staff who inspected the property and found it to be in violation shall appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist the City with enforcing the IFC.
- d. Inspection Notices. The District shall notify property owners and/or occupants prior to conducting inspections. No inspections will be performed without such consent. If the timing of the inspection is inconvenient for either the property owner or occupant, the inspection will be rescheduled to a mutually agreed time. Furthermore, those owners and/ or occupants with a business whose operation may be negatively impacted by an unscheduled inspection may request a scheduled inspection by notifying the District in writing.
- e. Property Owner's Refusal to Allow Inspection. The District shall notify the City Designee via email with confirmed receipt of any property owner/occupant refusal to permit a necessary inspection. The District shall take no action to attempt an inspection without permission of the City, if it receives any refusal from a property owner/occupant for a building/structure inspection.
- f. Correction Notices. If the District discovers the presence of any condition which

would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the IFC, as adopted by the City, the District shall issue a correction notice. Such correction notice shall be provided to the property owner in writing within seven (7) days after the inspection. The District agrees to notify the City Designee in writing when timely compliance with such correction notices is not achieved. If any condition exists, which in the opinion of the District inspector, warrants immediate action to protect the public health and safety, the emergency correction notice shall be provided to the property owner within 24 hours of the inspection. The District agrees to notify the City Designee within 24 hours of any inspection warranting an emergency correction notice.

- g. **Noncompliance with Correction Notice.** If violations are noted during the annual inspection, a correction notice (pursuant to the Bonney Lake Municipal Code) shall be presented to the occupant/owner of the premise. At that time, 30 days will be allowed to bring the premises into compliance. If after re-inspection, compliance is not achieved, an additional 15 days may be allowed to bring the premises into compliance. These timeframes may be extended if the occupant/owner is cooperative and demonstrating progress toward resolving the violation. If after initial inspection and/or re-inspection, compliance is not achieved, the District shall notify the City Designee via email with confirmed receipt, who will then assign the case to the City's Code Enforcement Officer. After such notification by the District, the City shall be responsible for taking any further action to enforce the City's code.

Section 3. Reporting. All inspection data, including name of inspector(s), identification of all properties inspected, identification of all Correction Notices issued, and identification of all emergency correction notices issued will be reported in the District's database. The District will provide inspection program information to the City upon request.

Section 4. Coordination Meeting. The District and City Designee will meet periodically to evaluate inspections, discuss any ongoing code enforcement and discuss efficiencies. These meetings are also intended to foster the relationship between the District and City.

Section 5. Financial Consideration(s). For the services provided through this Agreement and specified in Section 2 and Exhibit A, the City shall remit no compensation. The services enumerated herein shall be performed at no cost to the City.

Section 6. Term.

- A. **Execution.** This Agreement shall commence upon execution of the last-dated signature below.
- B. **Expiration.** This Agreement shall auto-renew each year on January 1st.
- C. **Termination.** The parties may terminate this Agreement at any time and for any reason, by providing the other party three (3) months' prior written notice.

Section 7. Relationship of Parties. In contracting for the services described in this Agreement, the

Parties are deemed for all purposes to be acting within their governmental capacities. No agent, employee, representative, officer or official of the District shall be or shall be deemed to be the employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Agreement. This covenant is mutually agreed to and applicable to the City in the same manner as applied the District. No property shall be exchanged between the Parties pursuant to this Agreement.

Section 8. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, shall not, by reason of race, religion, color, sex, marital status, sexual orientation, national origin or the presence of any sensory, mental or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. This covenant is mutually agreed to and applicable to the City in the same manner as applied to the District.

Section 9. Indemnification. The District shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

The City shall defend, indemnify and hold the District, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the District. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the City's liability hereunder shall only be to the extent of the City's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the District's employees made directly against the District. The City's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the City's employees made directly against the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 10. Insurance. The Parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision of fire inspection services, including the work of the District's employees, agents, officials and officers. Before beginning work under this Agreement, the Parties shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Property Damages insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.
3. Errors and Omissions insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

The Parties are responsible for the payment of any deductible or self-insured retention that is required by any of their respective insurance policies.

The insurance policy or policies shall have a thirty (30) days prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be "occurrence based" rather than "claims made." In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the state of Washington with protection equal to or greater than that specified herein.

Section 11. Recitals. The Parties understand that the Recitals set forth in this Agreement are for convenience only and shall not be construed as part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date indicated below:

THE CITY OF BONNEY LAKE

DocuSigned by:
By Neil Johnson, Jr. 10/26/21
20583FB9C281400...
Neil Johnson, Mayor DATE

EAST PIERCE FIRE AND RESCUE

Jon Napier. 10/20/2021

Chair DATE

Commissioner DATE

Commissioner DATE

R. Napier 10-19-21
Commissioner DATE

E. Quinn 10/19/21
Commissioner DATE

Notice shall be sent to:

The City of Bonney Lake
9002 Main St. E, Suite 300
Bonney Lake, WA 98391

East Pierce Fire and Rescue

Attn: Ryan Johnstone, P.E.
Public Services Director

Attn: Jon Parkinson
Fire Chief

ATTEST:

DocuSigned by:
Sadie A. Schaneman
E0B5EFCF37394F8...
City Clerk

Michelle Helton
District Secretary

APPROVED AS TO FORM:

DocuSigned by:
Kathleen Haggard
80F7D2588FB4A3...
Kathleen Haggard, City Attorney

Eric Quinn, District Attorney

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THE CITY OF BONNEY LAKE

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By Neil Johnson, Jr. 10/26/21
20583FB9C281400...
Neil Johnson, Mayor DATE

EAST PIERCE FIRE AND RESCUE

Chair DATE

Commissioner DATE
Pat McElligott 10/21/21

Commissioner DATE

RJ 10-19-21
Commissioner DATE

Ed 10/19/21
Commissioner DATE

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9002 Main St. E, Suite 300
Bonney Lake, WA 98391

East Pierce Fire and Rescue

Attn: Ryan Johnstone, P.E.
Public Services Director

Attn: Jon Parkinson
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District Secretary

APPROVED AS TO FORM:

DocuSigned by:
Kathleen Haggard
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Kathleen Haggard, City Attorney

Eric Quinn, District Attorney

ATTACHMENT A



Date: June 9, 2021

Objective

Establish a fire prevention and life safety inspection program of the businesses within the cities of East Pierce Fire & Rescue. The program will be administered by the Fire Prevention Division. This will provide routine inspections which are low impact and educational to help protect commercial properties by reducing risks and increasing the safety of citizens, workers, and first responders.

Over time, annual building inspections would also positively impact our Washington State Rating Bureau (WSRB) rating resulting in lower fire insurance costs. These inspections are a key component in the Fire Protection Class Rating issued by the Washington Survey and Rating Bureau. This process change will allow EPFR to begin annual fire and life safety inspections, which after five years, may result in improved insurance ratings for the cities. Currently the cities protected by EPFR are rated as a 4.

Problem Statement

No matter how safe the design of a building is or how fire-resistive the materials are, unsafe acts on the part of the occupants still result in fires. Fire prevention and life safety inspections are a proven means to identify unsafe acts and protect lives and property. East Pierce Fire & Rescue is committed to improving public safety through education and services to reduce the potential for life and property loss due to fires, but, unfortunately, the District currently does not perform fire prevention and life safety inspections.

Solution

The goal of the Fire Prevention Division is for businesses, operations, occupancies, and events within East Pierce Fire & Rescue's jurisdiction to be safe, successful, and in accordance with the International Fire Code and applicable municipal codes. Fire prevention and life safety inspections will play a key part in meeting this goal. Adoption of a fire prevention and life safety inspection program that places an emphasis on fire safety and techniques to eliminate or minimize losses. The focus of the program will be on identifying potential fire hazards and life safety violations then pointing them out to and educating business owners, managers, and employees to help meet fire safety rules and requirements.

The scope of these routine inspections is to identify, assess, and mitigate potential life safety and fire hazards (electrical cords, combustible storage, blocked exits, hazardous conditions, lack of fire protection system confidence tests, etc.). Noted violations of code requirements will be documented by the deputy fire marshal and explained to the business's representative. A re-

Fire Prevention and Life Safety Inspection Program

inspection to ensure compliance may be necessary. Levels of non-compliance or violations may be handled differently due to severity (self-clear, reinspect, enforce). The key objectives for this program are as follows:

- Assess life safety and fire risks in comparison to the delivery of fire protection and its effects.
- Locate, record, and affect corrections to common problems concerning life safety and fire prevention.
- Increase fire prevention and life safety educational opportunities to help positively influence behaviors and reduce unsafe conditions.
- Create and maintain thorough records and a database to measure and analyze the effectiveness of the fire prevention life safety program.

Non-compliance of significant requirements will be subject to notification of the applicable city enforcement division. Fire inspection reports will be maintained in accordance with State records retention schedules and stored electronically in the computerized inspection program.

Pre-fire Planning

In addition to the fire prevention and life safety inspections, the Fire Prevention Division will be tasked with formulating pre-fire plans for the District. Pre-fire plans provide emergency response personnel with information about properties so a more efficient and effective operation can be conducted, leading to less property damage and a greater chance of successful rescue. Identification of pertinent site-specific information and up-to-date photographs would greatly assist firefighters in understanding hazards and formulating action plans. The deputy fire marshals will gather the pertinent information since they are on site and in the buildings.

Project Timeline

The Division is ready to begin the process of establishing occupancy priorities, developing a consistent documentation method, and delivering deputy fire marshal training for standardization. The timeline for the signing of interlocal agreements is unknown since it relies on the actions of each city.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Public Services / Ryan Johnstone	Meeting/Workshop Date: 26 October 2021	Agenda Bill Number: AB21-136
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2983	Sponsor:

Agenda Subject: Interlocal Agreement With East Pierce Fire And Rescue For The Provision Of Annual Fire Inspections of Commercial Businesses.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Interlocal Agreement With East Pierce Fire And Rescue For The Provision Of Annual Fire Inspections Of Commercial Businesses.

Administrative Recommendation: Approve

Background Summary: Fire prevention and life safety inspections are a proven means to identify unsafe acts and protect lives and property. The East Pierce Fire & Rescue Fire Prevention Division (EPFR) does not currently perform fire prevention and life safety inspections in Bonney Lake. The goal of the Fire Prevention Division is for businesses within East Pierce Fire & Rescue's jurisdiction to be safe, successful, and in accordance with the International Fire Code (IFC) and the appropriate sections of the Bonney Lake Municipal Code (BLMC). Fire prevention and life safety inspections will play a key part in meeting this goal. In order to facilitate these inspections, EPFR will provide a notice to each business that an upcoming inspection will be conducted. Should conditions not in compliance with the IFC and BLMC be found during an inspection, EPFR will issue a correction notice giving the business 30 days to make the required corrections. If the issues are not rectified during that time, the business will be given another 15 days to comply. If that does not occur, then EPFR will turn the business over to Bonney Lake Code Enforcement to take further action.

Attachments: Resolution 2983, Interlocal Agreement and Attachment A

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
0	0	0	0	<input type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other

Budget Explanation: There is no cost for the establishment of the Interlocal Agreement

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Public Safety	<i>Approvals:</i>	Yes	No
	Date: 9 September 2021	Chair/Councilmember	Terry Carter	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Angela Ishmael	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Todd Dole	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 26 October 2021	Tabled to Date:

APPROVALS

Director:
Ryan Johnstone

Mayor:
Neil Johnson Jr.

Date Reviewed
by City Attorney:

RESOLUTION NO. 2983

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH EAST PIERCE FIRE AND RESCUE FOR THE PROVISION OF ANNUAL FIRE INSPECTIONS OF COMMERCIAL BUSINESSES.

WHEREAS, Fire prevention and life safety inspections are a proven means to identify unsafe acts and protect lives and property; and,

WHEREAS, the East Pierce Fire & Rescue Fire Prevention Division (EPFR) does not currently perform fire prevention and life safety inspections in Bonney Lake; and,

WHEREAS, Fire prevention and life safety inspections will play a key part in meeting the goal of businesses within East Pierce Fire & Rescue's jurisdiction being safe, successful, and in accordance with the International Fire Code (IFC) and the appropriate sections of the Bonney Lake Municipal Code (BLMC).

NOW THEREFORE, BE IT RESOLVED that the City Council of Bonney Lake does hereby authorize the Mayor to sign the Interlocal Agreement with East Pierce Fire and Rescue for the Provision of Annual Fire Inspections of commercial businesses.

PASSED by the City Council this 26th day of October, 2021.

DocuSigned by:

Neil Johnson, Jr.

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Neil Johnson Jr., Mayor

AUTHENTICATED:

DocuSigned by:

Sadie A. Schaeneman

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Sadie A. Schaeneman, CIVIC, Interim City Clerk