

## AGREEMENT BETWEEN CITY OF FIRCREST AND CITY OF TACOMA FOR ELECTRICAL INSPECTION SERVICES

WHEREAS, the CITY OF FIRCREST, a municipal corporation (Fircrest), and the CITY OF TACOMA, a municipal corporation (Tacoma) desire to enter into an agreement whereby Tacoma will provide electrical inspection services, and

WHEREAS, Fircrest's electrical inspections are presently performed by the State of Washington and Tacoma presently performs its own electrical inspections under authority granted by the laws of the State of Washington, and

WHEREAS, parties have determined that it is in the best interest of both for Tacoma to provide electrical inspection service for Fircrest as authorized pursuant to Ch. 39.34 RCW, and that Fircrest terminate their service with the State of Washington; Now, therefore, the parties hereby agree:

1. **Administration.** The administration of the personnel necessary to carry out the operations required by this Agreement shall be determined by the Electrical Inspection Manager for Tacoma.
2. **Term.** This Agreement shall be effective thirty days after its signing by the parties or as agreed by both parties and shall continue for a period of one year. This agreement shall automatically renew itself every year. In the event either party may desire to terminate this Agreement, such party shall give to the other party 60 days' written notice. Fircrest shall be responsible to contact the State to resume providing electrical inspection services in the event this Agreement is terminated. The word "term" as used in this agreement shall include any extension of the initial one (1) year term.
3. **Services to be Provided by Tacoma.** Tacoma shall provide electrical inspection services, issue electrical permits and contact Fircrest when a building has been approved for electrical service.
4. **Applicable Codes.** All installations will be inspected for conformity with the current edition of the National Electrical Code, the State of Washington Electrical Code and the Fircrest Service Policy Ordinance. Fircrest agrees to adopt the City of Tacoma's Electrical Code (as may be amended) by appropriate ordinance.
5. **Service Connections.** Upon approval by Tacoma of an electrical installation for electrical service, Tacoma shall notify Fircrest of such approval. All service points of attachments to a customer's premises will be the responsibility of Fircrest.
6. **Electrical Permits and Fees.** All electrical installation work shall require an electrical permit except those installations exempted by applicable codes. Tacoma's fee structure for electrical permits and plan review (when adopted by Fircrest) shall be applicable and shall be collected by Tacoma. Said fees shall become revenue to Tacoma.

7. **Liability.** Each party shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement and shall indemnify and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of such party relating to the performance of this Agreement.

8. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

8.1 Notice to Tacoma shall be sent to:

Electrical Inspection Manager  
Tacoma Public Utilities  
P. O. Box 11007  
Tacoma, WA 98411-0007

8.2 Notice to Fircrest shall be sent to:

City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466-6999

8.3 Routine notices pertaining to inspections or approvals of inspections may be made by facsimile.

8.4 **Concerns about Inspections.** Fircrest's concerns about implementation of this Agreement may be made by the City Manager to Tacoma's Electrical Inspection Manager. Appeals of any electrical code enforcement or interpretation issue shall only be made pursuant to Tacoma Municipal Code Section 2.04.360 (as may be amended) which shall be adopted by Fircrest.

9. **Arbitration.** Any controversy which shall arise between Tacoma and Fircrest regarding the rights, duties or liabilities under this Agreement of either party shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by Tacoma, one by Fircrest and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts found by the arbitrator or arbitrators.

10. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

11. **Modification.** This instrument constitutes the entire Agreement between the parties and supersedes all prior Agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties. In the event either party shall desire to renegotiate any provision of the Agreement, the party shall provide 90 days' notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period. The initial term of the Agreement provided in paragraph 2 may not be renegotiated without the consent of both parties. It is expressly understood that unless both parties agree to the renegotiated terms, the Agreement shall continue in full force without modification.

DATED this 29 day of June, 1996.

CITY OF TACOMA

By   
Director of Utilities

CITY OF FIRCREST

By 

Approved as to form & legality:

  
Chief Assistant City Attorney

Approved as to form & legality:

  
City Attorney

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