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2
3 **INTERLOCAL AGREEMENT BETWEEN PIERCE COUNTY AND THE CITY OF**
4 **LAKEWOOD TO PROVIDE BUILDING, PLUMBING, AND MECHANICAL**
5 **INSPECTION SERVICES WITHIN THE CITY OF LAKEWOOD**
6

7 THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between
8 Pierce County, a political subdivision of the State of Washington ("County") and the City
9 of Lakewood, a municipal corporation of the State of Washington ("City"), (together,
10 "Parties") as follows:
11

12 WHEREAS, this Agreement is entered into pursuant to Chapter 39.34 of the Revised
13 Code of Washington (RCW), the Interlocal Cooperation Act, which authorizes local
14 governments to make the most efficient use of their powers by cooperating with each
15 other to provide services in a manner that best serves their respective communities;
16 and
17

18 WHEREAS, the City is responsible for performing building, plumbing, and mechanical
19 inspections within its jurisdiction to protect the public health, safety, and welfare; and
20

21 WHEREAS, the City, in carrying out this responsibility, recognizes that there may be
22 times when its internal staffing resources are insufficient to meet demand for building
23 inspection services in a timely and efficient manner; and
24

25 WHEREAS, the County possesses qualified personnel with the technical certification
26 and experience necessary to perform building inspection services in accordance
27 with state laws, applicable codes and industry standards; and
28

29 WHEREAS, the County has an interest in maximizing the efficiency of its inspection
30 staff, recovering the costs of providing such services, and supporting interjurisdictional
31 cooperation within the region; and
32

33 WHEREAS, the City seeks to secure reliable access to qualified inspection personnel
34 during periods of increased demand or limited staffing, while the County seeks to
35 provide such services on a reimbursable basis, subject to availability and workload; and
36

37 WHEREAS, the parties agree to establish a framework through which the County may
38 provide inspection services to the City as available and on an as-needed basis; and
39

40 WHEREAS, the parties acknowledge that cooperation promotes efficiency in the use of
41 public resources and ensures the availability of qualified inspectors for the benefit of
42 property owners and the general public; and
43

44 WHEREAS, the City remains lead agency for the enforcement of building, plumbing,
45 and mechanical codes within the City of Lakewood and for the review, approval and
46 issuance of building permits within the City of Lakewood; and
47

1 NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is
2 mutually agreed by and between the City of Lakewood and Pierce County as follows:
3

- 4 1. **PURPOSE.** The purpose of this Agreement is for the County to perform building
5 inspection services on behalf of the City on an as-needed basis and when the
6 County is available to do so. This Agreement establishes the terms and
7 conditions under which the County may perform certain building inspection
8 services in cooperation with the City of Lakewood.
9

10 2. **OBLIGATIONS.**

11 A. County

- 12 i. The County's responsibilities under this Agreement shall be limited
13 exclusively to the performance of building, plumbing, and mechanical
14 inspections on behalf of the City. No other categories of inspections are
15 included within the scope of this Agreement.
16
17 ii. The County shall not be responsible for the review, approval, and/or
18 issuance of building, plumbing, and/or mechanical permits.
19
20 iii. The County shall not be responsible for any enforcement of building,
21 plumbing, and mechanical codes within the City of Lakewood.
22
23 iv. All inspections performed by the County shall be conducted in accordance
24 with the terms, conditions, and requirements set forth in the City-approved
25 and issued permits.
26
27 v. The County's role shall be limited to the ministerial function of conducting
28 building inspections pursuant to this agreement. The City retains all
29 discretionary and regulatory authority under the Lakewood Municipal Code
30 (LMC).
31
32 vi. At the discretion and availability of the County, inspections will generally
33 be conducted Monday through Friday, between the hours of 7:30 a.m. and
34 3:00 p.m., excluding legal holidays. In the event inspections cannot be
35 completed within such hours, inspections may be rolled over to the
36 following business day. Inspections may also be conducted after 3:00 p.m.
37 if the assigned County inspector is available and authorized by the County
38 to work overtime, subject to the applicable overtime rate.
39
40 vii. The County shall have the sole ability to determine which building
41 inspector will perform the services.
42

43 B. City

- 44 i. The City shall retain sole responsibility for the review, approval, and
45 issuance of building, plumbing, and mechanical permits pursuant to the
46 applicable sections of the Revised Code of Washington (RCW), the
47 Washington Administrative Code (WAC), and the Lakewood Municipal

Code (LMC) for the enforcement of building, plumbing, and mechanical codes within the City of Lakewood.

ii. The City retains all discretionary and regulatory authority under the LMC, and the County's role shall be limited to the ministerial function of conducting building inspections as directed by the City.

iii. The City shall provide the County with no less than one (1) week's advance notice when building inspection services are needed. The provision of inspection services shall be subject to the County's availability, which is dependent upon staffing levels and workload.

iv. Inspection scheduling, assignment, and documentation of results shall be managed through the City's permit system, subject to County availability as described in this Agreement. Assigned County inspectors shall be granted access to the system and shall receive training and applicable standard operating procedures for conducting inspections within the City.

v. The City shall be responsible for providing training to County inspectors in order for the County to fulfill its obligations under this Agreement. The training provided by the City shall be provided by City personnel within the Lakewood Building Division.

3. **ADMINISTRATOR.** No separate legal entity or joint board is established by this Agreement. The Director of the Pierce County Planning and Public Works Department, or their designee, shall be the Agreement Administrator. If either name ceases to exist, the manager of whatever County office succeeds to its responsibilities shall be the Agreement Administrator(s).

4. **BUDGET AND PROPERTY.** No financing, joint budget, or joint property acquisition is required for the joint and cooperative exercise of local government powers under this Agreement. Each Party is responsible for the expenses listed as its obligation in this Agreement and shall also be responsible to acquire, hold, or dispose of any real or personal property needed to meet its obligations under this Agreement.

5. **FEES AND BILLING.**

A. The City shall compensate the County for building inspection services performed under this Agreement at the County's standard hourly rates in effect at the time services are rendered.

B. The current applicable hourly rates are as follows:

i. Regular Hours (7:30 a.m. to 3:00 p.m.): \$101.88 per hour

ii. Overtime (1.5x): \$122.26 per hour

iii. The County retains sole discretion in determining whether services are performed during regular hours or as overtime, consistent with applicable collective bargaining agreements.

iv. The above rates are subject to change depending on the Pierce County Employee assigned to conduct the inspection under this Agreement, their compensation rate at the time of the inspection, and any adjustments required to comply with applicable collective bargaining agreements.

C. The County may adjust its standard hourly rates to ensure cost recovery of building inspection services. The County shall provide the City with no less than thirty (30) days' prior written notice of any such adjustments. Upon the effective date of the adjusted rates, the City shall compensate the County at the updated annual rates for inspection services performed.

D. The City shall compensate the County for other costs the County incurs while performing building inspection services under this Agreement. This includes, but is not limited to, vehicle maintenance, gas, and mileage reimbursement, at a rate pursuant to County policy, procedure, and applicable law.

E. The County shall submit monthly invoices to the City itemizing the costs incurred for inspection services under this Agreement. The City shall remit payment in accordance with the City's standard accounts payable procedures.

6. **EFFECTIVE DATE.** This agreement shall be effective upon execution by the Pierce County Executive and the City of Lakewood.

7. **TERM AND TERMINATION.** Commencing on the effective date, as defined herein, this Agreement will terminate on December 31, 2030. Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days' written notice.

8. **MUTUAL INDEMNIFICATION.** To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the indemnifying Party, its elected and appointed officials, employees, agents, or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

1
2 With respect to the performance of this Agreement and as to claims against the
3 other Party, its officers, agents and employees, the indemnifying Party expressly
4 waives its immunity under Title 51RCW , the Industrial Insurance Act, for injuries
5 to its employees and agrees that the obligations to indemnify, defend and hold
6 harmless provided in this Agreement extend to any claim brought by or on behalf
7 of any employee of the indemnifying Party. This waiver is mutually negotiated by
8 the parties to this Agreement.

9
10 The provisions of this section shall survive the expiration or termination of this
11 agreement.

- 12
13 9. **WORK PRODUCT.** All originals and copies of work product, including plans,
14 sketches, layouts, designs, design specifications, records, files, computer disks,
15 magnetic media or material which may be produced or modified by the County
16 while performing the Work shall belong to the City upon delivery. The County
17 shall make such data, documents, and files available to the City and shall deliver
18 all needed or contracted for work product upon the City's request.
19
20 10. **PUBLIC RECORDS.** The City and County are both public agencies which
21 must comply with all requirements of the Washington State Public Records Act,
22 Chapter 42.56 RCW (PRA). Actions taken by either Party to comply with the PRA
23 are not a violation of this Agreement. Both Parties understand that all records
24 related to this Agreement may be public records under the PRA. Both Parties
25 agree to promptly cooperate with any search for and production of records in
26 response to a Public Records Request, including records held by the Party that
27 did not receive the request.
28
29 11. **BOOKS AND RECORDS.** The County agrees to maintain books, records, and
30 documents which sufficiently and properly reflect all direct and indirect costs
31 related to the performance of the Work and maintain such accounting procedures
32 and practices in accordance with County policy. These records shall be subject,
33 at all reasonable times, to inspection, review or audit by the City, its authorized
34 representative, the State Auditor, or other governmental officials authorized by
35 law to monitor this Agreement.
36
37 12. **ASSIGNMENT.** Neither Party shall have the right to transfer or assign, in whole
38 or in part, any or all of its obligations and rights under this Agreement without
39 prior written consent of the other Party.
40
41 13. **NON-WAIVER OF BREACH.** Failure by any party to this Agreement to enforce
42 any provision of this Agreement or to declare a breach shall not constitute waiver
43 thereof, nor shall it impair any party's right to demand strict performance.
44
45 14. **SEVERABILITY.** If any provision of this Agreement or its application is held to be
46 illegal, invalid, or unenforceable, such provision shall be fully severable and
47 the remainder of this Agreement shall remain in full force and effect.
48

15. **CHOICE OF LAW, VENUE, AND RESPONSIBILITY FOR ATTORNEY FEES AND COSTS.**

This Agreement and all issues relating to its validity, interpretation, and performance shall be governed by and interpreted under the laws of the State of Washington without regard to conflict of law provisions. Parties will first attempt to resolve the matter through informal mediation. Any action hereunder must be brought in the Superior Court of Washington for Pierce County, unless the parties agree in writing to an alternative dispute resolution process. In the event of any dispute related to this Agreement, whether pursued in court or otherwise, each Party shall be responsible for its own actual attorney fees and costs.

16. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties who are authorized to sign Interlocal Agreements.

17. **NOTICE.** Notices required by or related to this Agreement shall be in writing and sent by either: (a) United States Postal Service first class mail, postage pre-paid; (b) personal delivery; or (c) by email to the email addresses designated below, if the subject line indicates that the email is formal notice under this Agreement and also references the Pierce County contract number designation. The notice shall be deemed delivered on the earlier of: (a) actual receipt; (b) three (3) business days from deposit in the United States Mail; or (c) the day and time the email message is received and viewed by the recipient of the email. Notices shall be sent to the following addresses:

City of Lakewood
ATTN: Planning & Public Works Director
6000 Main Street SW
Lakewood WA 98499-0729
Email: jrimack@cityoflakewood.us

Pierce County
ATTN: Planning & Public Works Director
2401 S 35th St, Room 2
Tacoma WA 98409-7499
Email: josh.diekman@piercecounitywa.gov

Any Party, by written notice to the other Party in the manner provided herein, may designate a physical or email address different from that set forth above.

18. **RECORDING OR PUBLIC LISTING.** The Parties agree that this Agreement, after full execution, will be listed on Pierce County's and the City of Lakewood's website or other electronically retrievable public source, as required by RCW 39.34.040.

19. **EMPLOYMENT.** All personnel shall remain employees of their respective employers. Each Signatory Agency shall be solely and exclusively responsible for the hiring, discipline, and termination of its employee(s).

20. **AMENDMENTS AND UPDATES.** Any addition, deletion, or change to the terms and conditions of this Agreement shall be in the form of a written amendment approved by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective on the last day entered below.

Pierce County Contract Signature Page

Pierce County – City of Lakewood
Interlocal Agreement to Provide Building, Plumbing, and Mechanical Inspection Services

Contract # SC-

PIERCE COUNTY:

CITY OF LAKEWOOD:

Approved as to form only:

Signed by:

By 973302289D684C7... 9/9/2026
Deputy Prosecuting Attorney Date

By Day Russell 21/07/2026
City Manager Date

Signed by:

By AA0D6E9ADF3C4AD... 9/4/2026
Budget & Finance Date

Approved:

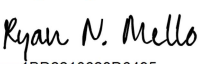
Approved as to Form Only:

Signed by:

By 507FE1CD37CE44D... 9/8/2026
Director Date

By Heidi Wachter
City Attorney

Attest:

Signed by:

By 1BD2210628D6495... 9/9/2026
Pierce County Executive Date
(\$250,000 or more)

B. Schumacher
Briana Schumacher, City Clerk

Certificate Of Completion

Envelope Id: 2F09F0C9-741E-82D6-8205-04EACC4EBF6C

Status: Completed

Subject: CC-106221: County Inspection Services

Source Envelope:

Document Pages: 7

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Karlee Iverson

AutoNav: Enabled

1501 Market St

Envelopeld Stamping: Disabled

Ste 440

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Tacoma, WA 98402

karlee.iverson@piercecounitywa.gov

IP Address: 131.191.110.165

Record Tracking

Status: Original

Holder: Karlee Iverson

Location: DocuSign

9/4/2026 11:49:46 AM

karlee.iverson@piercecounitywa.gov

Signer Events

Josh Diekmann

ppwdirector@piercecounitywa.gov

Director, Planning and Public Works

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Josh Diekmann
507FE1CD37CE44D...

Timestamp

Sent: 9/4/2026 11:53:18 AM

Viewed: 9/4/2026 2:30:36 PM

Signed: 9/8/2026 1:29:52 PM

Signature Adoption: Pre-selected Style

Using IP Address: 162.5.115.5

Electronic Record and Signature Disclosure:

Accepted: 9/8/2026 1:26:55 PM

ID: 418256bb-3ac4-4605-8f97-610f0ba54151

Julie Demuth

FinanceDirector@piercecounitywa.gov

Finance Director

Pierce County

Security Level: Email, Account Authentication
(None)

Signed by:

Julie Demuth
AA0D6E9ADF3C4AD...

Sent: 9/4/2026 11:53:18 AM

Viewed: 9/4/2026 12:02:02 PM

Signed: 9/4/2026 12:02:13 PM

Signature Adoption: Pre-selected Style

Using IP Address: 192.103.148.20

Electronic Record and Signature Disclosure:

Accepted: 9/4/2026 12:02:02 PM

ID: a745d27d-e851-472c-84d9-c0d77d38cfe1

Nicole Fenterbush

nicole.fensterbush@piercecounitywa.gov

Security Level: Email, Account Authentication
(None)

Signed by:

Nicole Fenterbush
973302289D684C7...

Sent: 9/4/2026 11:53:19 AM

Viewed: 9/9/2026 7:56:44 AM

Signed: 9/9/2026 8:05:06 AM

Signature Adoption: Pre-selected Style

Using IP Address: 162.5.4.126

Electronic Record and Signature Disclosure:

Accepted: 9/9/2026 7:56:44 AM

ID: 7da59a28-2dc4-48c2-9a86-3068acf4f74f

Ryan N. Mello

PCEXECUTIVE@piercecounitywa.gov

Pierce County Executive

Pierce County

Security Level: Email, Account Authentication
(None)

Signed by:

Ryan N. Mello
1BD2210628D6495...

Sent: 9/9/2026 8:05:12 AM

Viewed: 9/9/2026 9:50:22 AM

Signed: 9/9/2026 9:50:29 AM

Signature Adoption: Pre-selected Style

Using IP Address: 162.5.118.24

Electronic Record and Signature Disclosure:

Accepted: 9/9/2026 9:50:22 AM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Brad DeVol bradley.devol@piercecountywa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/4/2026 11:53:17 AM Viewed: 9/9/2026 9:52:25 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/4/2026 11:53:17 AM
Certified Delivered	Security Checked	9/9/2026 9:50:22 AM
Signing Complete	Security Checked	9/9/2026 9:50:29 AM
Completed	Security Checked	9/9/2026 9:50:29 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Pierce County Information Technologies (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Pierce County Information Technologies:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Withdraw.consent@piercecountywa.gov

To advise Pierce County Information Technologies of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Change.email.address@piercecountywa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Pierce County Information Technologies

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Request.paper.copies@piercecountywa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. There are no additional fees for paper copies

To withdraw your consent with Pierce County Information Technologies

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to Withdraw.consent@piercecountywa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Pierce County Information Technologies as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Pierce County Information Technologies during the course of your relationship with Pierce County Information Technologies.