

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Development – Fire Marshal’s Office

DATE: May 1, 2015

REQUEST: Update the Fire Marshal interlocal agreement with the City of La Center to increase the hourly rate charged for services and to modify the inspection frequencies for businesses.

CHECK ONE: X Consent CAO

BACKGROUND

Since 1996, Clark County has had an interlocal agreement with the City of La Center for fire marshal services including new construction plan review and associated inspections, fire investigations, and fire / life safety inspections.

The compensation for these services needs to be adjusted from time to time to reflect cost increases for staff time. Additionally, La Center has requested a modification to the inspection frequency for the fire and life safety inspections occurring within the city.

The attached agreement outlines the changes to the current interlocal agreement.

COMMUNITY OUTREACH

No community outreach is needed.

BUDGET AND POLICY IMPLICATIONS

Because the fire and life safety inspection frequencies will be following a 1, 2, and 3-year rotation based on risk factors associated with particular occupancies, the annual revenues will fluctuate accordingly. However, the adjusted hourly rate will compensate the County for all time spent working within the City, making this agreement budget neutral.

There will be no un-budgeted expenses associated with implementing this amended agreement, as existing FMO staff would continue to be utilized for this work.

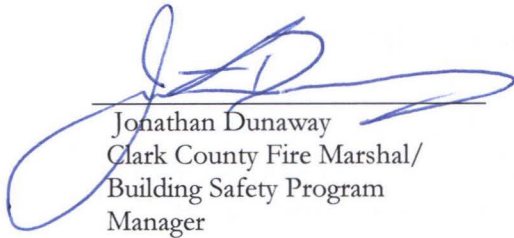
FISCAL IMPACTS

Yes (see attached form) No

mejn
OK
N

ACTION REQUESTED

Staff recommends that the Board of County Councilors approve this modified interlocal agreement between Clark County and the City of La Center


Jonathan Dunaway
Clark County Fire Marshal/
Building Safety Program
Manager

Approved: 
CLARK COUNTY
BOARD OF COMMISSIONERS

May 19, 2015

SR 091-15

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

This interlocal agreement is budget neutral in that no new expense is being generated and revenues coming in to the County will cover the existing expense.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

1
2 **INTERLOCAL AGREEMENT TO PROVIDE**
3 **SERVICES AS FIRE MARSHAL**
4

5 THIS AGREEMENT IS MADE AND ENTERED INTO THIS 19th day of May, 2015, by and
6 between CLARK COUNTY, a municipal corporation, hereinafter referred to as "County," and the CITY OF
7 LA CENTER, a municipal corporation, organized under the laws of the State of Washington, hereinafter
8 referred to as "City".

9 WITNESSETH:

10 WHEREAS, the County and City are desirous of continuing their mutual agreement wherein the
11 County provides certain services through its office of the County Fire Marshal, Fire Prevention Bureau;
12 and,

13 WHEREAS, both the City and County have adopted the International Fire Code and said
14 International Fire Code is directly applied to specific occupancies within both the City and County; and,

15 WHEREAS, the operation and application of said International Fire Code has achieved a
16 successful program based on orderly and sound fire safety principles which have inured themselves to
17 the citizens of Clark County and the City of La Center; and,

18 WHEREAS, the City desires to continue this successful program for orderly and sound fire safety
19 principles with respect to specific occupancies within its incorporated limits; and,

20 WHEREAS, the purpose of this Agreement is to authorize the County to continue acting on the
21 City's behalf, and is a proper subject for an agreement under RCW 39.34 providing for cooperation
22 between government entities;

23 NOW, THEREFORE, it is mutually agreed as follows:

24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60

1. Services to be rendered: County, through its Fire Prevention Bureau shall provide to the City the administrative and support services necessary for the application of the City's Fire Code and ordinances relating to the fire protection and the storage, use, or handling of hazardous materials as set out below:
 - A. New Construction and Land Use or Development: At the request of the City, the County shall review plans submitted for new land development or building construction and conduct related onsite inspections to assure compliance with approved plans and the International Fire Code as adopted and amended by the City with regard to fire protection. Land use reviews will only occur if requested by the City. County will conduct construction inspections when building permits are required and the building plans have been reviewed by the County at the request of the City.
 - B. Existing Occupancies: The periodic inspection of existing occupancies and structures shall be conducted as outlined in the tables within Appendix A.
 - C. Hazard Abatement: Inspection and technical support necessary to abate identified fire hazards will be provided when requested to do so by the City fire official.
 - D. Fire Cause Determination: County will investigate to determine the origin and cause of fires occurring within the City when requested by the City fire official or its designee Fire Chief.
 - E. Incendiary Fire Investigation: County will investigate or assist in the investigation of incendiary fires when requested by the City's fire official or Chief of Police.
 - F. Code Development and Maintenance: County may provide technical support to facilitate the adoption or amendment of the city's codes and ordinances. The City agrees to notify and County of any local amendments to the Fire Code.
 - G. Operational Permits: When requested by the City, County will issue operational permits as required by the International Fire Code, Section 105.6, for those occupancies inspected by the County.
 - H. Business Licenses: Building and facilities related to new business license applications will be inspected upon request of the City.
 - I. Special Fire Code Reviews and Approvals: Specialized systems shall be installed via permits reviewed, issued, and fees charged through the County are permitting process. Such systems include: automatic fire extinguishing systems, standpipes, fire alarms, flammable and combustible liquid storage and delivery, spraying or dipping, LP gas, and hazardous materials. Fees charged for these permits shall follow those set forth in Clark County Code, Chapter 6, and Table 6.120.040.

61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98

2. Compensation. The City will compensate the County for services at an hourly rate of \$130.00, calculated to the nearest quarter hour.

3. Method of payment. The City of La Center will pay promptly all charges for services rendered under the terms of this agreement upon receipt of the invoice. The City reserves the right to pass the fees to the property owner of the buildings for which services have been provided under the terms of this Agreement and, in addition to that charged by the County, may charge an additional sum for administrative fees as it deems appropriate.

4. Reports and Documentation. County shall provide City with copies of all reports, notices, orders or other correspondence issued subsequent to work performed under the terms of this Agreement. Except where a case by case reporting is warranted due to the unique or significant nature of the case, when the case involves a discretionary decision which may significantly impact or be in conflict with implementation of other portions of the City's municipal code, or at the written request of the City, the County will provide City with a report each quarter of each calendar year detailing activities performed under the terms of this Agreement.

5. Authority. In fulfilling the terms of this Agreement, the Clark County Fire Marshal and the officers of the Fire Prevention Bureau are delegated the authority granted the fire chief, fire marshal or fire prevention bureau by the International Fire Code, the International Building Code, and other codes or ordinances adopted by the City, except as that authority pertains to the suppression of fires, or the command and / or control of emergency situations.

6. Compliance Litigation. Any or all code enforcement required or lawsuits served upon or initiated by the City with respect to enforcing or insuring compliance with the International Fire Code shall be the responsibility of the City through its appropriate officials.

7. Hold Harmless. Upon determination of liability by a court of competent jurisdiction of liability, assumptions of liability for administration of the International Fire Code, pursuant to this Agreement shall be as follows:
 - A. The County shall hold harmless the City for any and all claims resulting from its negligent acts or omissions for a period of one (1) year following and arising out of issuance of each occupancy permit for any structure subject to regulation under the International Fire Code as adopted and / or amended by the City and for which a permit was issued by the County.
 - B. The City shall hold harmless the County for any and all claims resulting from administration and enforcement of the International Fire Code on behalf of the City beginning one (1) year following issuance of any occupancy permit

99
100
101
102
103
104
105
106
107

108

109
110
111
112
113
114
115
116
117
118
119
120
121
122

123

124

125

126

127

128

129

130

for any structure subject to regulation under the International Fire Code, as adopted and / or amended by the City and for which a permit was issued by the County.

C. Both the City and County retain their rights to duty defenses under the Public Duty Doctrine.

D. Both the City and the County are undertaking this Agreement to further the public interest generally and it is agreed between the parties that this agreement is not intended nor shall it be construed to create any third party beneficiary.

8. Appeals. Appeals regarding the interpretation of or the suitability of alternate methods or materials to specific provisions of the International Fire or Building Codes shall be in accordance with La Center Municipal Code .
9. Termination. Either the County or the City may terminate this Agreement upon sixty (60) days written notice. In the event the City shall desire to terminate this agreement, said written notice shall be delivered to the Clerk of the Board of County Councilors , and, in the event the County shall desire to terminate this agreement, said written notice shall be delivered to the Clerk of the City of La Center.
10. Renewal/Extension. This Agreement shall be reviewed during the budget cycles of the County and City. If the parties agree to renew the contract, then the parties will make a good faith effort to have the legislative bodies adopt the renewed agreement along with the budget adoption.
11. Recording with the Auditor. The County shall record this Agreement following execution by the parties pursuant to RCW 39.34.040.

131

132

133

APPENDIX A

134

Table 1 - Occupancy Classification

Occupancy Classification (Business Types as Defined by International Building Code)		Risk Level		
		Low (3 yrs)	Moderate (2 yrs)	High (Annual)
A	Places of public assembly, Division 1 Concert halls, theaters, with fixed seating		X	
A	Places of public assembly, Division 2 Banquet halls, nightclubs, restaurants, taverns, bars			X
A	Places of public assembly, Division 3 Arcades, art galleries, bowling alleys, community halls, courtrooms, dance halls (no food or drink), exhibition halls, gymnasiums, tennis courts, swimming pools (no spectator seating), lecture halls, libraries, museums, churches, pool and billiard parlors			X
A	Places of public assembly, Division 4 Arenas, skating rinks, tennis courts, swimming pools with spectator seating		X	
A	Places of public assembly, Division 5 Amusement park structures, bleachers, grandstands, stadiums	X		
B	Business Includes office, professional or service-type transactions such as ambulatory health care, banks, civic administration, colleges	X No Op Permits	X Mod Haz Op Permit	X High Haz Op Permit
E	Educational Kindergarten through 12th grade facilities, daycares			X
F	Factory Industrial Manufacturing occupancies	X No Op Permits	X Mod Haz Op Permit	X High Haz Op Permit
H	High-hazard occupancies Buildings and structures containing materials that pose detonation, deflagration, readily support combustion, physical, and health hazards, and semi-conductor fabrication facilities using HPM			X
I	Institutional occupancies Buildings in which people are cared for or live in a supervised environment having physical / mental limitations, correctional			X

	facilities, where occupants are incapable of self-preservation			
M	Mercantile occupancies Buildings for the display and sale of merchandise, includes department stores, drug stores, markets, motor-fuel dispensing facilities, retail or wholesale stores	X No Op Permits	X Mod Haz Op Permit	X High Haz Op Permit
R	Residential, Division 1 Buildings used for sleeping units (transient accommodations) including hotels and motels		X sprinkler protected	X without fire sprinklers
R	Residential, Division 2 Containing more than two dwelling units for primarily permanent occupants including apartments, dormitories, fraternities, nontransient hotels and motels			
S	Storage occupancies Buildings occupied for storage uses of highly combustible materials and motor vehicle repair facilities	X No Op Permits	X Mod Haz Op Permit	X High Haz Op Permit

135

136

Table 2 – Type of Operational Permit

Type of Operational Permit	Hazard Level		
	Low	Moderate	High
	(3 yrs or as needed)	(2 yrs)	Annual
Aerosol products			X
Amusement buildings	X		
Aviation facilities			X
Carnivals and fairs	X		
Cellulose Nitrate Film	X		
Combustible dust producing			X
Combustible fibers		X	
Compressed gases			X
Covered Mall Buildings		X	
Cryogenic fluids		X	
Cutting and welding			X
Dry cleaning plants		X	
Exhibits and trade shows	X		
Explosives	X		

Fire hydrants and valves	X		
Flammable and combustible liquids			X
Floor finishing	X		
Fruit and crop ripening	X		
Fumigation and thermal insecticidal fogging	X		
Hazardous materials			X
Hazardous production materials			X
High-piled storage		X	
Hot work operations		X	
Industrial ovens		X	
Woodworking			X
Liquid or gas-fueled vehicles in public assembly buildings	X		
Liquefied Petroleum Gas (propane)			X
Magnesium (melt, cast, heat treat, or grind)	X		
Miscellaneous combustible storage	X		
Motor fuel dispensing			X
Open burning	X		
Open flames and torches	X		
Open flames and candles	X		
Organic coatings	X		
Places of public assembly	See Attached For Group A Inspections		
Private fire hydrants	X		
Pyrotechnic special effects	X		
Pyroxylin plastics		X	
Refrigeration equipment	X		
Repair garages			X
Rooftop heliports	X		
Spraying or dipping operations			X
Storage of tires and tire byproducts		X	
Tents, canopies, membrane structures	X		
Tire-rebuilding plants		X	
Waste handling		X	
Wood products		X	

137

138

139

140

141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183

Signed by the City on this _____ day of _____, 2015.

CITY OF LA CENTER

James T. Irish, Mayor
City of La Center

ATTEST

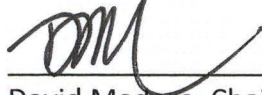
Suzanne Levis, Finance Director/City Clerk

APPROVED AS TO FORM

By: City Attorney


Signed by Clark County on this 19th day of May, 2015.

BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON



David Madore, Chair

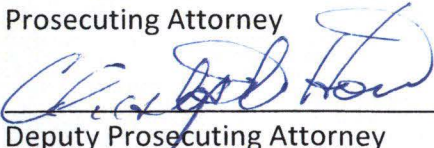
ATTEST:



Clerk of the Board

Jeanne E. Stewart, Councilor

Approved as to Form Only
ANTHONY F. GOLIK
Prosecuting Attorney



Deputy Prosecuting Attorney

Tom Mielke, Councilor