

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Development – Fire Prevention Bureau

CONTACT PERSON: Jonathan Dunaway – Fire Marshal

DATE: March 1, 2017

REQUESTED ACTION: Extend the existing interlocal agreement for Fire Marshal services with the City of Battle Ground for the 2017 / 2018 biennium.

__X__ Consent ___ Hearing ___ County Manager

BACKGROUND

For many years, Clark County has had an interlocal agreement with the City of Battle Ground to provide various fire prevention services within the city. Most recently, those services have included performing fire-related plan review for new buildings, conducting inspections related to new construction, and performing fire investigations to determine the origin and cause of fires occurring within the city at the request of the Fire Chief or Police Chief.

The amendments outlined in this latest proposal are limited only to extending the existing interlocal agreement through the 2017 / 2018 biennium and result in no fiscal impacts to either jurisdiction.

COUNCIL POLICY IMPLICATIONS

There are no budget or policy implications with the modifications proposed.

COMMUNITY OUTREACH

No community outreach is needed.

BUDGET IMPLICATIONS

YES	NO	
XX		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

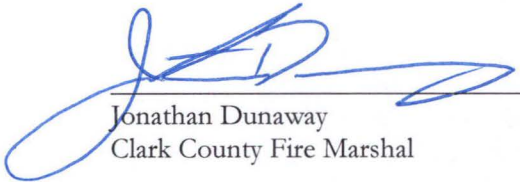
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OK*

BUDGET DETAILS

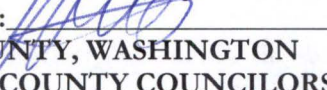
Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


Jonathan Dunaway
Clark County Fire Marshal


Marty Snell, Director
Clark County Community Development

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: MAR. 14, 2017

SR# 056-17



APPROVED: _____
Mark McCauley, County Manager

DATE: _____

BUDGET 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

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 10th day of
6 February, 2017, by and between the COUNTY OF CLARK, a municipal
7 corporation, hereinafter referred to as "County," and the CITY OF BATTLE
8 GROUND, a municipal corporation, organized under the laws of the State of
9 Washington, hereinafter referred to as "City".

10 WITNESSETH:

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

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

17 WHEREAS, the operation and application of said International Fire Code
18 has achieved a successful program based on orderly and sound fire safety
19 principles which have inured themselves to the citizens of Clark County, and
20 Battle Ground, and

21 WHEREAS, the city desires to continue this successful program for
22 orderly and sound fire safety principles with respect to specific occupancies
23 within its incorporated limits, and,

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

27
28 NOW, THEREFORE, it is mutually agreed as follows:

29 1. Service to be rendered. County, through its Fire Prevention Bureau, shall provide to
30 the City the administrative and support services necessary for the application of the
31 City's Fire Code and ordinances relating to the fire protection and the storage, use or
32 handling of hazardous materials as set out below.

33 A. New Construction and Land use or Development: The County shall review plans
34 submitted for new land development or building construction and conduct related onsite
35 inspections to assure compliance with approved plans and the International Fire Code, as adopted
36 and amended by the City with regard to fire protection. Land Use reviews shall be at the specific
37 request of the City. County will conduct construction inspections when building permits are
38 required and the building plans have been reviewed by the County at the request of the City.

39 B. Existing Occupancy Inspection: The periodic inspection of existing occupancies,
40 facilities and structures shall be conducted as requested by the City.

41 C. Hazard Abatement: Inspection and technical support necessary to abate
42 identified fire hazards will be provided as requested by the City.

43 D. Fire Cause Determination: County will investigate to determine the origin and
44 cause of fires occurring within the City when requested by the City or its designee fire chief.

45 E. Incendiary Fire Investigation: County will investigate or assist in the
46 investigation of incendiary fire when requested by the chief of police.

47

48 F. Code Development and Maintenance: County may provide technical support to
49 facilitate the adoption of amendment of City codes and ordinances. The City agrees to notify the
50 County of any local amendments to the Fire Code.

51 G. Special Fire Code Reviews and Approvals: Specialized systems shall be
52 installed via permits reviewed, issued and fees charged through the County's permitting process.
53 Such systems include: automatic fire extinguishing systems, standpipes, fire alarms, flammable
54 and combustible liquid storage and delivery, spraying or dipping, LP gas, and hazardous
55 materials. Fees charged for these permits shall follow those set forth in Clark County Code,
56 Chapter 6, Table 6.120.040.

57 2. Compensation: City will compensate the County for services at an hourly rate of \$130,
58 calculated to the nearest quarter hour. Total compensation shall not exceed \$5,000 each year for
59 the calendar years 2017 and 2018. This cap on total compensation shall only include time billed
60 to the City for work performed by the County, and shall not include fees collected by the County
61 from applicants for permits to install specialized systems required by the Fire Code under Item 'G'
62 above.

63 3. Method of Payment. The City will pay promptly all charges for services that may be
64 rendered under the terms of this Agreement upon receipt of the invoice. The County shall invoice
65 for all services within the calendar year in which they were rendered.

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

71 request of the City, the County will provide City with a report each quarter of each calendar year
72 detailing activities performed under the terms of this Agreement.

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

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

81 7. Hold Harmless. Upon determination of liability by a court of competent jurisdiction of
82 liability, assumptions of liability for administration of the IFC, pursuant to this Agreement shall be
83 as follows:

84 A. The County shall hold harmless the City for any and all claims resulting from its
85 negligent acts or omissions for a period of one (1) year following and arising out of issuance of
86 each occupancy permit for any structure subject to regulation under the IFC as adopted and/or
87 amended by the City and for which a permit was issued by the County.

88 B. The City shall hold harmless the County for any and all claims resulting from
89 administration and enforcement of the IFC on behalf of the City beginning one (1) year following
90 issuance of an occupancy permit for any structure subject to regulation under the IFC, as adopted
91 and/or amended by the City and for which a permit was issued by the County.

92 C. Both the City and County retain their rights to claim immunity under the Public Duty
93 Doctrine.

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

97 8. Appeals. Appeals regarding interpretations of or the suitability of alternate methods
98 or materials to specific provisions of the International Fire or Building Codes shall be in
99 accordance with the Battle Ground Municipal Code.

100 9. Terminations. Either the County or the City may terminate this Agreement upon sixty (60)
101 days' written notice. In the event the City shall desire to terminate this Agreement, said written
102 notice shall be delivered to the Clerk of the Board of County Commissioners, and, in the event the
103 County shall desire to terminate this Agreement, said written notice shall be delivered to the Clerk
104 of the City of Battle Ground.

105 10. Renewal / Extension. This agreement shall be reviewed during the budget cycles of the
106 County and City. If the parties agree to renew the contract, then the parties will make a good faith
107 effort to have the legislative bodies adopt the renewed agreement along with the budget adoption.

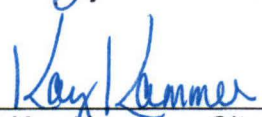
108 11. Recording with the Auditor. The County shall record this Agreement following execution
109 by the parties pursuant to RCW 39.34.040.

110 CITY OF BATTLE GROUND

111 DATED: February 21, 2017

By: 
Jeffrey R Swanson

114 APPROVED AS TO FORM:

By: 
Kay Kammer, City Clerk

115 
116 Scott Anders, City Attorney
117
118

119

120

BOARD OF COUNTY COUNCILORS

121

FOR CLARK COUNTY

122

123

By: *[Handwritten Signature]*

By: _____

124

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By: _____

By: _____

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By: _____

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Rebecca Jitta

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Clerk to the Board



130

APPROVED AS TO FORM:

131

By: *Rebecca Jitta*

[Handwritten Signature]