

CLARK COUNTY STAFF REPORT

DEPARTMENT: Internal Services

DATE: November 12, 2019

REQUESTED ACTION:

County Council to request a special election for annexation of the City of Battle Ground to Fire District #3.

___ Consent ___ Hearing ___ County Manager

BACKGROUND

The city of Battle Ground currently contracts with Fire District #3 for emergency and fire services. After research and public input, the City and the Fire District believe it is fiscally responsible to provide services to city taxpayers using a new business model based on annexation of the City of Battle Ground to Fire District #3. With annexation, city taxpayers will pay directly to the district for services and will be allowed to vote on fire district matters such as electing commissioners and approving levies and bonds. Annexation will allow for improved and more strategic long range planning for service delivery.

The annexation will result in higher costs to tax payers for emergency services. Battle Ground plans to partially offset the increased costs by reducing utility taxes.

Without an annexation, the city will need to re-negotiate a contract with Fire District #3 in 2021, with a cost to the city government exceeding its property tax revenue. Service delivery in fire and emergency service would need to decrease and service in many other areas of the city would need to decrease to accommodate the financial burden. Also, individual insurance premiums are likely to increase due to lower levels of emergency services.

Under RCW 52.04.061 and RCW 52.04.071 the city must declare intent to annex to the fire district, and the commissioners of the district must concur. Both of these steps have been taken. The legislative body of the county, in this case the Clark County Council, is required to pass a resolution to call for a special election in both the City and the District providing voters an opportunity to vote on the annexation.

The attached package demonstrates the work accomplished by the City of Battle Ground and Fire District #3 in preparation for this request to the Clark County Council. It includes:

- Cover Letter
- City of Battle Ground Ordinance No. 2019-26 including the staff report
- Fire District No. 3 Resolution No. 2019-04
- Interlocal Agreement for Annexation, Fire Marshal/Building Official, and Transfer of Property
- City of Battle Ground council meeting minutes from October 7 and October 21, 2019
- Fire District No. 3 commissioner meeting minutes from October 28, 2019
- City of Battle Ground presentation

- Fire District No. 3 presentation

COUNCIL POLICY IMPLICATIONS

The city of Battle Ground, according to the city staff report, has the lowest tax collection in Clark County. The City has reached the point of needing to increase collection or cut services (see page 2 of 3 of the staff report). Annexation to Fire District #3 is believed to be a method to allow taxpayers to pay directly for the emergency and fire services they receive and manage the city budget while also giving city taxpayers an increased role in the operation and future of the service delivery.

While this has no direct impact on county council policy, it tends to reflect the county council's priorities for limiting general tax increases to tax payers and reflects a collaborative approach between the government jurisdictions.

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

The package shows outreach by the city and the fire district in developing this proposal.

The request is to call for a special election regarding annexation of the City of Battle Ground into Fire District No. 3, another public outreach necessary for adopting the business model.

BUDGET IMPLICATIONS: NONE TO CLARK COUNTY

DISTRIBUTION:

Council staff will post all staff reports to The Web. <https://www.clark.wa.gov/council-meetings>

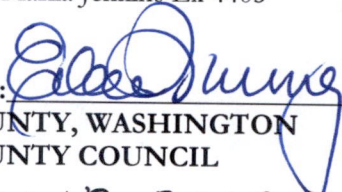


Marlia Jenkins
Administrative Services Manager III

Primary Staff: Marlia Jenkins Ex 4405



Kathleen Otto
Deputy County Manager

APPROVED: 
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: Nov. 12, 2019

SR# 160-19



APPROVED: _____
Shawn Hennessee, County Manager

DATE: _____

RESOLUTION
2019-11-18

A RESOLUTION OF CLARK COUNTY, WASHINGTON, CALLING FOR A SPECIAL ELECTION ON THE ON THE SECOND TUESDAY IN FEBRUARY IN THE YEAR 2020 TO ALLOW VOTERS TO RESPOND TO A PROPOSAL TO ANNEX THE CITY OF BATTLE GROUND , WAHINGTON TO FIRE DISTRICT #3 AS PROVIDED IN RCW 29A.04.321

WHEREAS, local municipalities, including the City of Battle Ground, have experienced increased expenditures and declining revenues along with demands for services; and

WHEREAS, the City of Battle Ground currently contracts with Clark County Fire District No. 3 for fire and emergency services and pays for this service with property tax collection; and

WHEREAS, the fire service contract with the District will exceed the City's property tax collection revenues by 2021; and

WHEREAS, the City formed a fire task force on July 9, 2018 consisting of two council members, one fire commissioner and a combination of fire district #3 and city staff to examine the issue of providing sustainable fire and emergency medical services for the City; and

WHEREAS, the fire task force studied several options and recommended that the City annex to fire district #3 to provide fire and emergency medical services in a more efficient and sustainable manner; and

WHEREAS, RCW 52.04.061 and RCW 52.04.071 provide the statutory authority and process by which the legislative authority of a city can declare its intent to annex into a fire protection district and, upon the concurrence of the of the board of commissioners of the fire protection district, transmit notification to the legislative authority of the county in which the city and fire protection district are located to call by resolution a special election in both the city and the fire protection district to vote on the proposed annexation; and

WHEREAS, RCW 52.04.061 provides that a city located within reasonable proximity to a fire protection district may be annexed if at such time of the initiation the population of the City is less than 300,000; and

WHEREAS, RCW 52.04.061 further provides the legislative authority of such a city may initiate annexation by the adoption of an ordinance stating an

intent to join the fire protection district and finding that the public interest will be served thereby; and

WHEREAS, the City Council of the City of Battle Ground found in October 2019 the public interest will be served by the annexation of the City of Battle Ground into Clark County Fire District No. 3; and

WHEREAS, the Commissioners of Fire District #3 found in October 2019 the public interest will be served by the annexation of the City of Battle Ground into Clark County Fire District No. 3; and

WHEREAS, the City of Battle Ground passed Resolution No. 19-09 on August 19, 2019 to reduce the utility tax rate by 10% if annexation is successful to help reduce the cost to citizens; and

THEREFORE, THE COUNTY COUNCIL OF CLARK COUNTY WASHINGTON, RESOLVES:

Section 1. The Board of Fire Commissioners of Clark County Fire District No. 3 and the City council of the city of Battle Ground transmitted to the Clark County Council a proposal for annexation as specified in RCW 52.04.061.

Section 2. Clark County by this resolution calls a special election in the City of Battle Ground and in Clark County Fire District No. 3 on the second Tuesday in February 2020 as provided by RCW 29A.04.321. The ballot proposition shall be in substantially the following form:

Shall the City of Battle Ground be annexed to and be part of Clark County Fire District No. 3?

YES []

NO []

Section 3. The County Council requests the Clark County Auditor cause notice of the election to be given as provided for in RCW 29A.04.355 and conduct the election in accordance with all election laws of the state.

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:



Clerk to the Council

By: 
Eileen Quiring, Chair

Approved as to Form Only:

Anthony F. Golik

Prosecuting Attorney

By: 
Emily Sheldrick
chief civil Deputy

By: _____
Temple Lentz, District 1

By: _____
Julie Olson, District 2

By: _____
John Blom, District 3

By: _____
Gary Mevdigy, District 4





October 30, 2019

Board of County Councilors
Clark County
PO Box 5000
Vancouver, WA 98666-5000

Dear Councilors,

The City of Battle Ground and Clark County Fire District No. 3 together submit for consideration by the County Councilors to call for an election on an annexation of the City of Battle Ground into Clark County Fire District No. 3 for the February 11, 2020 special election.

Our entities request that an agenda item be added to the County Councilor's agenda for the November 12, 2019 meeting.

An agenda packet has been prepared and includes the following:

1. City of Battle Ground Ordinance No. 2019-26, including the staff report
2. Fire District No. 3 Resolution No. 2019-04
3. Interlocal Agreement for Annexation, Fire Marshal/Building Official and Transfer of Property
4. Draft minutes of the City of Battle Ground council meetings from October 7 and 21, 2019
5. Draft minutes of the Fire District No. 3 Commissioner meetings from October 28, 2019
6. Power point presentation – City of Battle Ground
7. Power point presentation – Fire District No. 3

Respectfully submitted,

City of Battle Ground

Handwritten signature of Erin Erdman in cursive script.

Erin Erdman, City Manager
City of Battle Ground
109 SW 1st St., Suite 221
Battle Ground, WA 98604
erin.erdman@cityofbg.org
(360) 342-5005

Clark County Fire District No. 3

Handwritten signature of Scott Sorenson in cursive script.

Scott Sorenson, Fire District No. 3 Chief
Clark County Fire District No. 3
17718 NE 159th St.
Brush Prairie, WA 98606
scott@fire3.org
(360) 892-2331



CITY OF BATTLE GROUND STAFF REPORT

To: City Council
From: Erin Erdman, City Manager
Date: October 21, 2019
Proceeding Type: PUBLIC HEARING/MOTION
Subject: Fire Annexation with Clark County Fire District No. 3

Legislative History:

• First Presentation	June 4, 2019
• Second Presentation/Public Hearing	October 7, 2019
• Second Public Hearing/Motion	October 21, 2019

Staff Report Summary

The purpose of this report is to review the proposal for the City of Battle Ground to annex with Clark County Fire District No. 3 in an effort to continue providing quality fire and emergency medical services for the citizens of Battle Ground.

Background

City Council appointed a public safety ad hoc committee on July 9, 2018. This committee was tasked with researching options for providing quality fire and emergency medical services to the citizens of Battle Ground. The committee determined that annexation to Clark County Fire District No. 3 was the best option.

The City issued a survey to determine the wants and needs of the community in regards to fire and emergency medical services. Once the results were received, the City Council and the District #3 Fire Commissioners met on June 4, 2019 to discuss the potential of annexation and agreed this is something that should be pursued.

Staff and the public safety committee have been working on public messaging, and inter local agreements for annexation over the last several months. The next steps is for the City Council to hold public hearings and adopt Ordinance No. 19-XX to place annexation on the special election ballot for February 2020. If council adopts Ordinance No. 19-XX then the Fire Commissions must adopt a Resolution to agree to put annexation on the ballot and forward this request onto the County Commissioners.

Fiscal and Policy Implications

If annexation is successful the City would no longer contract with Fire District #3 for services, the Citizens would pay directly to the fire district for fire and emergency medical services. The attached draft inter local agreements lay out the transfer of existing equipment, property for future capital facility needs, and contracted services such as building official and fire marshal.

If annexation is not successful, the city will need to re-negotiate the contract with Clark County Fire District #3 as it expires January 2021. The current rate of the contract will exceed the Cities property tax revenue by 2021; therefore, we would be negotiating a lower level of service in order to afford the contract.

The city of Battle Ground has had the lowest tax collection in the county for some time now and has reached a point of needing to increase collection or cut services.

Options

<i>Option</i>	<i>Results</i>
<ul style="list-style-type: none"> • <i>Conduct the second public hearing and adopt Ordinance No. 2019-26</i> 	Approving fire annexation to be placed on the February 2020 special ballot and forwarding the request on to Fire District No. 3 for the same vote.
<ul style="list-style-type: none"> • <i>Deny adoption of ordinance No. 2019-26</i> 	Fire annexation would not be placed on the February 2020 ballot and the City would need to negotiate a new contract for fire and emergency medical services.
<ul style="list-style-type: none"> • <i>No Action.</i> 	If no action is taken the deadline for the February 2020 ballot will not be met.

Staff Recommendation

Staff recommends adopting Ordinance No. 2019-26 to place Annexation to Clark County Fire District No. 3 on the February 2020 special election ballot.

Attachments

A.	Ordinance No. 2019-26
B.	DRAFT Inter local Agreement for annexation with Clark County Fire District No. 3
C.	DRAFT Inter Local Agreement for Fire Marshal/Building Official Services
D.	DRAFT Inter Local Agreement for transfer of property
E.	DRAFT Quit Claim Deed of Dedication

**CITY OF BATTLE GROUND
ORDINANCE NO. 2019-26**

AN ORDINANCE OF THE CITY OF BATTLE GROUND, WASHINGTON,
DECLARING AN INTENT TO ANNEX THE CITY OF BATTLE GROUND
TO CLARK COUNTY FIRE DISTRICT NO. 3 AND REQUESTING CLARK
COUNTY CALL AN ELECTION ON THE ANNEXATION AND PLACING
THE SAME ON THE FEBRUARY 2020 SPECIAL ELECTION BALLOT.

WHEREAS, local municipalities, including the City of Battle Ground, have experienced increased expenditures and declining revenues along with demands for services; and

WHEREAS, the City of Battle Ground currently contracts with Clark County Fire District No. 3 for fire and emergency services and pays for this service with property tax collection; and

WHEREAS, the fire service contract with the District will exceed the City's property tax collection revenues by 2021; and

WHEREAS, the City formed a fire task force on July 9, 2018 consisting of two council members, one fire commissioner and a combination of fire district #3 and city staff to examine the issue of providing sustainable fire and emergency medical services for the City; and

WHEREAS, the fire task force studied several options and recommended that the City annex to fire district #3 to provide fire and emergency medical services in a more efficient and sustainable manner; and

WHEREAS, RCW 52.04.061 and RCW 52.04.071 provide the statutory authority and process by which the legislative authority of a city can declare its intent to annex into a fire protection district and, upon the concurrence of the of the board of commissioners of the fire protection district, transmit notification to the legislative authority of the county in which the city and fire protection district are located to call by resolution a special election in both the city and the fire protection district to vote on the proposed annexation; and

WHEREAS, RCW 52.04.061 provides that a city located within reasonable proximity to a fire protection district may be annexed if at such time of the initiation the population of the City is less than 300,000; and

WHEREAS, RCW 52.04.061 further provides the legislative authority of such a city may initiate annexation by the adoption of an ordinance stating an intent to join the fire protection district and finding that the public interest will be served thereby; and

WHEREAS, the City of Battle Ground lies adjacent to Clark County Fire District No. 3 and is thus located within reasonable proximity to the fire district as defined by RCW 51.04.061; and

WHEREAS, the City of Battle Ground has a population less than 300,000 citizens; and

WHEREAS, the City Council of the City of Battle Ground finds that the public interest would be served by the annexation of the City of Battle Ground into Clark County Fire District No. 3; and

WHEREAS, the City Council of the City of Battle Ground finds that an Interlocal Agreement for the Annexation of the City of Battle Ground to Clark County Fire District No. 3 is necessary and appropriate to accommodate such annexation; and

WHEREAS, in consideration of the adoption of this Ordinance the City Council of the City of Battle Ground further finds it is appropriate to authorize the City Manager of the City of Battle Ground to execute the Interlocal Agreement between the City of Battle Ground, a Washington Municipal Corporation, and Clark County Fire District No. 3, a duly incorporated special purpose district under the laws of the State of Washington for Annexation of the City of Battle Ground to Clark County Fire District No. 3, which is attached as Exhibit "A" and is incorporated herein by reference, upon notification from Clark County Fire District No.3 that the board of commissioners adopted a resolution concurring to the intent to annex as provided by RCW 52.04.061 and has similarly authorized approval of the Interlocal Agreement for Annexation referenced herein; and

WHEREAS, the City of Battle Ground passed Resolution No. 19-09 on August 19, 2019 to reduce the utility tax rate by 10% if annexation is successful to help reduce the cost to citizens; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOW:

Section 1. The foregoing recitals shall be and are hereby adopted as the findings and conclusions of the City Council of the City of Battle Ground in support of this ordinance.

Section 2. Quality fire and emergency services are essential to the health, safety, and welfare of the City of Battle Ground. The current fire service contact will exceed the City's property tax collection revenues by 2021. This puts emergency service levels at risk and is why the City is asking property owners to consider annexing to the Clark County Fire District No. 3.

Section 3. The City Council hereby declares its intent to join and be annexed into Clark County Fire District No. 3.

Section 4. The City Council of the City of Battle Ground finds that the public interest would be served by the annexation of the City of Battle Ground into Clark County Fire District No. 3

Section 5. If the Board of Fire Commissioners of Clark County Fire District No. 3 shall concur in the proposed annexation of the City of Battle Ground, notification thereof shall be transmitted to the Clark County Commissioners as specified in RCW 52.04.061.

In the event this occurs, in accordance with RCW 52.04.071, the City Council of the City of Battle Ground requests the Clark County Board of County Councilors by resolution call a special election to be held in the City of Battle Ground and in Clark County Fire District No. 3 on the second Tuesday in February 2020 as provided by RCW 29A.04.321. The ballot proposition shall be in substantially the following form:

Shall the City of Battle Ground be annexed to and be part of Clark County Fire District No. 3?

YES []
NO []

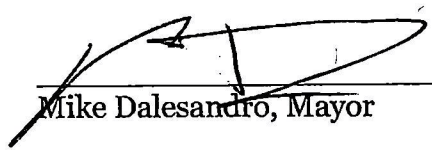
The City Council also requests the Clark County Auditor cause notice of the election to be given as provided for in RCW 29A.04.355 and conduct the election in accordance with all election laws of the state.

Section 6. Upon notification from Clark County Fire District No. 3 that the Board of Commissioners has voted to concur with the City Council's intent to annex and has adopted a resolution declaring the same as provided in RCW 52.04.061 and that the Board of Commissioners has further authorized the execution of the Interlocal Agreement between the City of Battle Ground, a Washington Municipal Corporation, and Clark County Fire District No. 3, a duly incorporated special purpose district under the laws of the State of Washington for Annexation of the City of Battle Ground to Clark County Fire District No. 3, the City Manager is authorized to execute the Interlocal Agreement which is attached as Exhibit "A" and incorporated herein by reference.

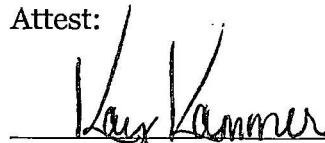
Section 7. This ordinance, not being subject to initiative or referendum, shall take effect five (5) days from the date of adoption.

ADOPTED AT THE REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON, THIS 21ST DAY OF OCTOBER 2019.

CITY OF BATTLE GROUND

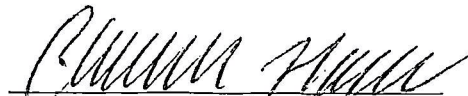

Mike Dalesandro, Mayor

Attest:



Kay Kammer, City Clerk

Approved as to Form:



Christine Hayes, City Attorney

Clark County Fire Protection District 3

RESOLUTION 2019-04

A RESOLUTION OF THE CLARK COUNTY FIRE DISTRICT NO. 3 BOARD OF FIRE COMMISSIONERS CONCURRING WITH THE CITY OF BATTLE GROUND'S ANNEXATION REQUEST AND DIRECTING NOTIFICATION TO THE CLARK COUNTY COUNCIL.

WHEREAS, Clark County Fire District No. 3 (the "District") and the City of Battle Ground (the "City"), both have the power, authority, and responsibility to provide fire protection services within their respective boundaries, and

WHEREAS, the District and the City have an existing Interlocal Agreement for Fire and Emergency Medical Services ("Fire and Emergency Medical Interlocal"), the term of which expires on December 31, 2021; and

WHEREAS, the District and the City have contiguous boundaries and are authorized by Chapter 52.04 RCW to cause an election to be held in order for the voters of the District and the voters of the City to decide whether or not the City should be annexed to and become part of the District; and

WHEREAS, the annexation will create significant efficiencies and cost savings to residents of both jurisdictions and there is value in having the District agree to provide fire services for the City; and

WHEREAS, the District and the City have negotiated and agreed upon the terms and conditions of an Interlocal Agreement for Annexation of the City of Battle Ground to Clark County Fire District No. 3; and

WHEREAS, the District and the City have agreed to submit the annexation to the voters in the February 2020 election, and

WHEREAS, the City Council of the City of Battle Ground has adopted Ordinance No. 2019-26 requesting annexation to the District; and

NOW, THEREFORE, BE IT RESOLVED, by the Clark County Fire District No. 3 Board of Fire Commissioners, as follows:

Section 1. CONCURRENCE. Clark County Fire District No. 3 Board of Fire Commissioners concurs with the City of Battle Ground's annexation request adopted in Ordinance No. 2019 -26, and directs the Fire Chief/Secretary to take all necessary steps to notify the Clark County Council of this acceptance of the City's annexation request and request that the Clark County Council call a special election for the annexation to be held in February 2020.

Section 2. CORRECTIONS. The Fire Chief/Secretary is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors and references.

PASSED BY A MAJORITY VOTE of Clark County Fire District No. 3 Board of Fire Commissioners this 28th day of October, 2019.

APPROVED:

Fire Commissioner Jon Couture

Fire Commissioner Scott Anders

Fire Commissioner Rick Steele

Secretary

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BATTLE GROUND, A WASHINGTON
MUNICIPAL CORPORATION, AND CLARK COUNTY FIRE DISTRICT NO. 3, A DULY
INCORPORATED SPECIAL PURPOSE DISTRICT UNDER THE LAWS OF THE STATE OF
WASHINGTON, FOR ANNEXATION OF THE CITY OF BATTLE GROUND TO CLARK COUNTY FIRE
DISTRICT NO. 3**

This Interlocal Agreement is entered into by the City of Battle Ground (the "City"), a Washington municipal corporation, and Clark County Fire District No. 3 (the "District"), a duly incorporated special purpose district under the laws of the State of Washington, for the purposes stated below.

WHEREAS, the City and the District both have the power, authority, and responsibility to provide fire protection services within their respective boundaries, and;

WHEREAS, the City has an Interlocal Agreement between Clark County Fire District 3 and the City of Battle Ground for Fire and Emergency Medical Services ("Fire and Emergency Medical Interlocal"), the term of which agreement and its amendments is from January 1, 2016 through December 31, 2021, and;

WHEREAS, the City and the District have contiguous boundaries and are authorized by Chapter 52.04 RCW to cause an election to be held in order for the voters of the City and the voters of the District to decide whether or not the City should be annexed to and become part of the District, and;

WHEREAS, the City and the District have had ongoing discussions concerning whether, and under what terms, they would agree to submit this issue to the voters and the City and the District have now reached agreement on the terms and conditions and wish to reduce their agreement to writing, and;

WHEREAS, the Parties find the annexation will create significant efficiencies and cost savings to residents of both jurisdictions and both Parties agree there is value in having the District agree to provide fire services for the City, and;

WHEREAS, the District and the City have agreed to submit the annexation to the voters in the February 2020 election, and;

WHEREAS, such agreements as herein set forth are specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington, and;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the District agree as follows:

1. Annexation Process.

- a. Pursuit of Annexation. Pursuant to RCW 52.04.061 - .131, the parties agree to pursue annexation of the City to the District according to the terms and conditions set forth in this Interlocal Agreement, subject to the approval of the annexation by the voters of the City and the voters of the District. Contemporaneously with its approval of this Interlocal Agreement, the City shall pass an ordinance requesting annexation to the District in sufficient time to meet the election deadlines. Contemporaneously with its approval of this Interlocal Agreement, the District shall pass a resolution concurring with the City's annexation request in sufficient time to meet the election deadlines.
- b. Notification to Clark County Council. The District agrees to take all necessary steps to notify the Clark County Council of the District's acceptance of the annexation request in sufficient time to meet the election deadlines and to request that the Clark County Council call a special election to be held in February 2020.
- c. Costs. The parties understand and agree that the Clark County Auditor will invoice the City for all election costs within the City and the District for all election costs within the District. Both parties agree to pay the election costs as invoiced within their respective boundaries. The parties agree to equally divide the costs associated with filing the notice of intent, issuance of SEPA determinations, and the conduct of the election at 50% by City and 50% by District. Each party shall at their sole cost prepare the legal description and map of their respective jurisdictions. For the shared costs, each party shall invoice the other, any payment will be made within thirty (30) days of the date of the invoice.
- d. Cooperation as to other Matters. The parties agree to cooperate as to other matters necessary to effectuate the annexation of the City to the District.

2. Post-Annexation Fire and Emergency Medical Services.

- a. Generally. Upon the Annexation Effective Date of the City to the District, the District shall be solely responsible for the provision of fire protection, fire suppression, fire marshal services, emergency medical services, and emergency management assistance within the incorporated boundaries of the City and the boundaries of the District. After the Annexation Effective Date, the City shall thereafter have no responsibility for providing such

services, except as expressly provided in this Agreement. The District shall provide a generally uniform level of service throughout the District, including within the incorporated boundaries of the City, and shall in no event generally provide a lesser level of service within the City's boundaries than outside such boundaries. The "Annexation Effective Date" shall mean the date on which the election results are certified by the Clark County Auditor's Office.

- b. Interim Financing of Services. The City shall continue to pay for the District's services in the manner and in the amounts specified in Section 5 of the Fire and Emergency Medical Interlocal until December 31st of the year prior to the District receiving its first tax levy revenues from properties within the City as authorized by the annexation.
- c. Vote Approved Capital Indebtedness. Pursuant to RCW 52.04.171, all property located within the boundaries of the City, which property is subject to an excess levy by the City for the repayment of voter-approved indebtedness for fire protection related capital improvements incurred prior to the Annexation Effective Date, is exempt from voter-approved excess property taxes levied by the District for repayment of indebtedness prior to the Annexation Effective Date. Similarly, property within the District shall be exempt from any voter-approved excess property taxes levied by the City for repayment of indebtedness incurred prior to the Annexation Effective Date.
- d. Fire Marshal Services. The District shall continue to have the sole financial responsibility and obligation to provide Fire Marshal Services in the City. These services shall include, but are not limited to, the following:
 - Public education and community outreach as pertaining to fire;
 - Development plan review and approval;
 - New construction fire inspection;
 - Special fire code reviews and inspections;
 - Review of fire inspection/testing/maintenance reports;
 - Fire code development and maintenance;
 - Enforcement of fire code and violations thereof;
 - Fire investigations; and
 - Supervision of existing occupancy inspections.

The City and the District may enter into an Interlocal Agreement for a joint Fire Marshal/Building Official Position. This Agreement shall not alter the District's ongoing responsibility to ensure all Fire Marshal Services are provided and financed within the City. In the event such an Interlocal Agreement is entered

into and later terminated, the District shall remain solely responsible for providing any and all Fire Marshal services within the City.

- e. Collection of Fire Fees. All Fire Fees shall follow those set forth in the Battle Ground Municipal Code and adopted Fee Schedule. The Fire Fee Schedule shall be approved by both the City and the District. The City and the District will cooperate to regularly update the fees to remain reasonable. The City will assess, invoice, and collect any “pass through” fees on behalf of the District as outlined on the adopted Fee Schedule. The City will retain a percentage of said fees to offset the tracking/routing/collection services provided by the City as provided on the adopted Fee Schedule. The remainder of the fees shall be paid to the District once per quarter.

In the event it becomes feasible for the District to collect Fire Fees directly, then upon ninety (90) days’ notice from the District to the City, the City’s obligation to assess, invoice, and collect any “pass through” fees on behalf of the District shall terminate and all such responsibility shall transfer to and become the District’s sole responsibility.

- f. Emergency Management Services. The District shall coordinate on the City’s Emergency Operations Plan, including ongoing updates made to the Plan. The District further agrees to assign a command staff level fire representative to the City’s Emergency Operations Center in the event it is activated.
- g. Hydrant and Water Service. The City agrees to continue to maintain all hydrant locations within the boundaries of the City and to provide sufficient water flow for the use in the suppression of fires or other emergency situations where water is needed.
- h. Fire Station. The City owns a fire station located at 505 SW 1st Street, Battle Ground, Washington, 98604, which is currently leased to the District through a separate lease agreement. Concurrently with the Annexation Effective Date, the City and the District shall execute a new lease agreement that provides for the fire station to be leased to the District for a term of ninety-nine (99) years with a monthly rental rate of \$1.00 per month (\$12.00 annually). The District shall be responsible for maintaining the structural integrity of the outside walls and the roof of the building. All maintenance of the station shall be the responsibility of the District. The District shall maintain the outside grounds and landscaping; maintain the paint on both the interior and exterior of the building; the bay doors and the mechanisms for opening and closing the bay doors; any remodeling of the interior as approved by the City; maintenance of the HVAC and replacement of the HVAC system should replacement become necessary in the sole discretion of the District, and; any and all other maintenance required to maintain the fire station in its current condition of better. The District shall additionally pay for all utilities used at the fire station. Utilities shall include, but

are not limited to, phone service, electrical service, water for use at the station, natural gas service, cable or satellite television service, and any other utilities that are now or will be available in the future that the District opts to use.

- i. **Engines.** The City currently owns two (2) fire engines, a 2005 Pierce Pumper and a 2014 KME Pumper, and attendant equipment that are currently placed with the District for use pursuant to a separate lease executed under the terms of the existing ILA. Concurrently with the Annexation Effective Date, the City's entire interest in the two engines and all attendant equipment shall be donated the District and the separate lease for use shall be terminated. To the extent any excise tax is owed as a result of the foregoing transfer, the District shall be responsible for payment of such tax. The City will make available to the District any and all interest it may have in any manufacturers', contractors', or vendors' warranties related to the items to be transferred. The District hereby accepts the items identified in this Agreement in an "as is" condition and the City makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended. The District shall re-label and identify all property donated by the City hereunder as District owned property within a reasonable time after the Annexation Effective Date not to exceed 90 days.

- j. **Property Conveyance for Future Fire Station.** The City recognizes that it is charged with the power, authority, and responsibility to provide fire protection services within the incorporated boundaries of the City as an essential governmental function. Upon the Annexation Effective Date, this essential governmental function will be performed by the District within the incorporated boundaries of the City. In support of this essential governmental function and in the interests of the health, safety, and welfare of the citizens of the City, the City shall convey the real property legally described in the attached and incorporated Exhibit A, tax parcel no. 228576000 (the "Property"), with a reservation for a utility easement as legally described in the attached and incorporated Exhibit B, subject to a separate Interlocal Agreement for Conveyance of the Property, to the District for the purpose of a future fire station location or for the District to sell for the purpose of collecting proceeds necessary to build a fire station in a different location within the incorporated boundaries of the City. The Interlocal Agreement for Conveyance of the Property is attached as Exhibit C and shall be executed by both parties upon the Annexation Effective Date. The associated Quit Claim Deed is attached as Exhibit D.

In the event the annexation does not pass, this Interlocal Agreement for Conveyance of the Property shall not be executed and shall have no legal effect. In addition, the Quit Claim Deed shall not be executed and shall have no legal effect. The Property is currently provided as a viable location for a future fire

station in the City's Fire Capital Facilities Plan, which was worked on concurrently with the District.

In the event the District determines the City's fire protection needs will be best served by establishing two (2) new fire stations within the incorporated boundaries of the City as established by their Capital Facilities Plan, then the parties may explore the option of the District leasing from the City other land currently owned by the City for that purpose.

- k. Regular Meetings between the City and the District. The City and the District will agree on a meeting schedule to meet with each other, review developments, incidents, and other similar matters pertinent to the provision of services covered by this Agreement. The meeting shall occur every other week on average. The District will provide a monthly report of activities for the City Manager to review with the Battle Ground Council.
 - l. Battle Ground City Council Meetings. The District will regularly attend the Battle Ground City Council meetings as schedules allow. This regular attendance will include an annual report, in addition to the monthly report to the City Manager, to the Battle Ground City Council on the activities of the District in the preceding year along with any changes or upgrades anticipated for the coming year. The District will also appear before the Battle Ground City Council at other times as called for by the Battle Ground City Council. Any request for attendance at a meeting of the Battle Ground City Council will be made through the City Manager.
 - m. Fire Protection of City-Owned Facilities. The District shall provide fire and emergency medical services to City-owned facilities at no additional charge.
 - n. City Employees CPR Training. The District will provide one CPR class per year for all City Employees at no cost to the City.
3. Claims Existing Prior to Annexation – Indemnification. Anything contained in this Agreement notwithstanding, the parties shall remain solely liable for liabilities, claims, damages, demands or other expenses of any kind or nature, known or unknown, including, but not limited to, the payment of general obligations and other bonds, arising out of, in connection with or stemming from each party's operations prior to annexation. Neither party assumes any of the foregoing liabilities, claims, demands, damages, or other expenses.
4. Hold Harmless and Indemnification.
- a. By the City. The City agrees to indemnify, hold harmless and defend the District, its officers, agents, and employees, from and against any and all losses,

liabilities or other expenses arising out of any claims, demands or any other losses resulting to the District: (a) by reason of or arising out of the duties or liabilities of the City not expressly assumed by the District under this Interlocal Agreement or that exist prior to the Annexation Effective Date; or (b) that arise out of or are incurred by the District by reason of the incorrectness or breach by the City of any of the agreements, representations or warranties contained in this Interlocal Agreement.

- b. **By the District.** The District agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness, or death of persons, including employees of the City, or damage to property, occurring on or after the Annexation Effective Date and arising out of any act, error, or omission of the District, its officers, agents, or employees, in providing fire and emergency medical services. The indemnity under this paragraph is intended to protect the City from claims by third parties stemming from events in connection with any and all fire department operations occurring after annexation.

The District agrees to indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, liabilities or other expenses arising out of any claims, demands or any other losses resulting to the City: (a) by reason of or arising out of the duties or liabilities of the District not expressly assumed by the City under this Agreement; or (b) that arise out of or are incurred by the City by reason of the incorrectness or breach by the District of any of the agreements, representations, or warranties contained in this Interlocal Agreement.

- c. **Concurrent Negligence.** The City and the District acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses or damages (addressed in this Section 5) are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the District, its agents, employees, and/or officers, Sections 5(A) and 5(B) shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers. The parties hereto have expressly bargained for and do waive for purposes of this Indemnification section, only, the immunities of Title 51 RCW, as it relates to any claim, suit or cause of action by one party's employee(s) against the other party.

5. **Insurance.**

- a. **Insurance by the City.** The City shall procure and maintain insurance for the duration of the Agreement as follows:

The City shall maintain its own insurance policy insuring damage to the fire station, real and personal property; against claims for injuries to persons or damage to property of non-City personnel or property. Other than the Engines transferred to the District pursuant to this Agreement, the City shall maintain motor vehicle insurance, as is appropriate, to provide coverage for any collisions that the City and its various vehicles may be involved in. The City shall maintain a commercial liability policy or its equivalent. The City shall also provide an insurance policy equivalent to a Landlord's policy for replacement value of the fire station. For each policy, the City shall provide the above insurance in the amounts of \$1,000,000 annually per occurrence/\$2,000,000 annual aggregate. The motor vehicle policy should provide for \$1,000,000 for any single limit for any vehicle. The District shall be named as an additional insured on all policies.

- b. Insurance by the District. The District shall procure and maintain insurance for the duration of the Agreement as follows:

The District shall maintain its own insurance policy insuring damage to the fire station, any and all vehicles including the Engines transferred to the District pursuant to this Agreement, real and personal property; against claims for injuries to persons or damage to property of non-District personnel or property. The District shall maintain motor vehicle insurance, as is appropriate, to provide coverage for any collisions that the District and its various vehicles may be involved in. The District shall maintain a commercial liability policy or its equivalent. The insurance policy should also provide for replacement value of the fire station referenced herein. For each policy, the District shall provide the above insurance in the amounts of \$1,000,000 annually per occurrence/\$2,000,000 annual aggregate. The motor vehicle policy should provide for \$1,000,000 for any single limit for any vehicle. The City shall be named as an additional insured on all policies.

- c. Documentation. The City and the District each have the right to require certified copies of the insurance policies or equivalent of the other entity at any time.

6. Obligations Contingent. The obligations of the parties under this Interlocal Agreement are expressly contingent on voter approval of annexation. Except as otherwise expressly set forth in this Interlocal Agreement, if the annexation ballot proposition is not submitted to the voters, or in the event that the proposition is submitted and does not receive the favorable vote in both the District and the City that is required for annexation, this Interlocal Agreement shall terminate and

the parties shall have no further obligations under it. If the annexation proposition is submitted and fails, the current ILA for Fire and Emergency Medical Services between the City and the District will determine how fire and emergency medical services are provided through the term of that agreement. Assuming the annexation is successful, this Interlocal Agreement shall guide the parties in their relationship after the Annexation Effective Date, but shall be reviewed by the parties not later than 18 months after the Annexation Effective Date to ascertain whether either party wishes to modify any provisions of this Interlocal Agreement.

7. Availability of Records. The City and the District agree to cooperate with each other in making available public records in the City's or the District's possession and control regarding the fire and emergency medical services operations.
8. Costs. Subject to subparagraph 1C, each party agrees to bear and pay its own expenses in connection with the negotiations and implementation of this Interlocal Agreement, including, but not limited to, its attorneys' fees and consultant fees.
9. Existing Agreements. Except as otherwise provided herein, upon the Annexation Effective Date, the existing Interlocal Agreement for Fire and Emergency Medical Services, along with all other referenced and associated agreements, leases, and contracts shall terminate. In addition, the Interlocal Agreement between the City of Battle Ground and Fire District #3 for Position of Fire Marshal/Building Official shall be automatically terminated and of no further effect.
10. Notices. Any notice to be given under this Interlocal Agreement shall be delivered in person or mailed to the parties at the following address:

To the City:

City of Battle Ground
Attn: City Manager
109 SW 1st Street
Battle Ground, WA 98604

To the District:

Clark County Fire District No. 3
Attn: Fire Chief
17718 NE 159th Street
Brush Prairie, WA 98606

11. **Assignability.** The rights, duties, and obligations of any party to this Agreement shall not be assignable.
12. **Independent Contractor.** Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of one party the employee of any other party or parties for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. At all times pertinent hereto, employees of the City are acting as City employees, and employees of the District are acting as District employees.
13. **Integrated Agreement.** The Interlocal Agreement with stated attachments constitutes the entire agreement between the parties regarding the subject matter hereof. No modification or amendments shall be valid unless evidenced in writing, properly agreed to and signed by both parties. Oral modifications are expressly not allowed.
14. **Severability.** In the event that any section, sentence, clause, or paragraph of this Interlocal Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Interlocal Agreement shall not be affected and shall remain in full force and effect.
15. **Dispute Resolution.** It is the intent of the City and the District to resolve all disputes between them without litigation. The City and the District shall mutually agree upon a mediator. Any expenses incidental to mediation, include the mediator's fee, shall be shared equally by the City and the District. If the City and the District cannot agree upon a mediator, the City and the District shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) or a similar dispute resolution service, and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation. In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants, or conditions herein or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the parties shall seek redress in Superior Court of the State of Washington. Jurisdiction and venue shall be in the Superior Court of the State of Washington in and for Clark County. In the event of litigation concerning the terms or of performance under this Agreement each party shall be solely responsible for all of their own litigation costs, including attorney's fees.
16. **Third-Party Rights.** Nothing contained in this Interlocal Agreement shall be interpreted to create third party rights in any person or entity not a party hereto.

17. Headings. Section titles or other headings contained in this Agreement are for convenience only and shall not be interpreted as part of this Agreement.
18. Joint Preparation. This Agreement is and shall be deemed to be drafted as if both parties drafted the Agreement so that the Agreement will not be construed or interpreted against any of the parties to this Agreement as if any one party originated or prepared the Agreement.
19. Waiver. Waiver by any party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.
20. Compliance with all Laws. The City and the District shall comply with all applicable state, federal, and local laws in carrying out the terms of this Agreement.
21. Recording. This Agreement shall be recorded in an appropriate manner set forth by Chapter 39.34 RCW or posted on the parties' respective websites listed by subject matter.
22. Effective Date. This Agreement shall become effective upon approval and execution by both parties.

IN WITNESS WHEREOF, The City of Battle Ground and Clark County Fire District No. 3 have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____ 2019.

CITY OF BATTLE GROUND
AS APPROVED BY THE CITY COUNCIL

CLARK COUNTY FIRE DISTRICT NO. 3
AS APPROVED BY THE COMMISSIONERS

Erin Erdman,
City Manager

Scott Sorenson
Fire Chief

Attest:

Attest:

Kay Kammer, City Clerk

Approved as to form:

Christine Hayes, City Attorney

Approved as to form:

Kim Adams Pratt, Attorney for
District

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BATTLE GROUND, A
WASHINGTON MUNICIPAL CORPORATION, AND CLARK COUNTY FIRE
DISTRICT NO. 3, A DULY INCORPORATED SPECIAL PURPOSE DISTRICT
UNDER THE LAWS OF THE STATE OF WASHINGTON FOR THE POSITION
OF FIRE MARSHAL/BUILDING OFFICIAL**

This Interlocal Agreement is entered into by the City of Battle Ground (the "City"), a Washington municipal corporation, and Clark County Fire District No. 3 (the "District"), a duly incorporated special purpose district under the laws of the State of Washington, for the purposes stated below.

WHEREAS, the City of Battle Ground is a code city operating organized under a council-manager form of government; and

WHEREAS, the City is annexed to the District which provides fire and emergency medical services for the City; and

WHEREAS, the City and the District entered into an Interlocal Agreement for Annexation of the City of Battleground to Clark County Fire District No. 3 on [REDACTED] ("the Interlocal Agreement for Annexation") which, in section 2(d), permits the City and the District to enter into an Interlocal Agreement for a shared fire marshal/building official position; and

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WHEREAS, the City desires to contract with the District to utilize their staff person operating as the Fire Marshal within the incorporated boundaries of the City as a Building Official employee for the City; and

WHEREAS, the City and the District previously entered into an Interlocal Agreement for a shared Fire Marshal/Building Official employee, but such Agreement was terminated by adoption of the Interlocal Agreement for Annexation; and

WHEREAS, such agreements as herein set forth are specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington ("RCW"); and

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide the City with the ability to utilize the District's Fire Marshal employee as the City's Building Official. The general terms and conditions of this relationship between the City and the District are specified in this Agreement.

2. Term. This Agreement shall be effective as specified herein, upon approval by the governing bodies of both agencies, and shall continue until terminated by law, or by the provisions of this Agreement.
3. Scope of Work. The District shall have the sole obligation and financial responsibility to provide all services as assigned to the Fire Marshal position as provided in the Interlocal Agreement for Annexation between the City and the District and to further provide all Building Official services as set forth in "Exhibit A" which is attached hereto and incorporated by reference.
4. Salary. The Fire Marshal/Building Official's base salary shall be determined through the collective bargaining agreement for Local 3674 Battalion Chief Unit of the International Association of Firefighters, AFL, CIO, CLC. The District shall receive approval from the City prior to their final approval of the collective bargaining agreement only as it pertains to the Fire Marshal/Building Official's base salary and benefits to be shared by the City. The City shall pay 50% of the Fire Marshal/Building Official's base salary and 50% of health, vision, dental, deferred compensation, and life insurance benefits each year to the District. Any overtime paid to the Fire Marshal/Building Official shall be paid by the entity that required the overtime. There shall be no change to the City's contribution to the Fire Marshal/Building Official's base salary or benefits unless both parties agree in writing.
5. Benefits and Compensation above Base Salary. Any and all compensation paid above the base salary and the specifically listed shared benefits provided for in Section 4 above paid to or on behalf of the Fire Marshal/Building Official position, including but not limited to, social security taxes, Medicare taxes, unemployment taxes, worker's compensation taxes, and any other applicable taxes, shall be the sole responsibility of the District.
6. Performance Review. The Fire Marshal/Building Official shall have an annual performance evaluation conducted jointly by the Community Development Director and District Fire Chief, unless otherwise directed by the City Manager or the District Fire Chief. The City shall retain the right to direct and manage the work of the Building Official.
7. Termination. The City and the District shall both retain the right to terminate this Agreement, for any reason and without penalty, with one hundred and twenty (120) days' written notice to the other party.
8. Disputes. It is the intent of the City and the District to resolve all disputes between them without litigation. The City and the District shall mutually agree upon a mediator. Any expenses incidental to mediation, include the mediator's fee, shall be shared equally by the City and the District. If the City and the District cannot agree upon a mediator, the

City and the District shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) or a similar dispute resolution service, and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation. In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants, or conditions herein or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the parties shall seek redress in Superior Court of the State of Washington. Jurisdiction and venue shall be in the Superior Court of the State of Washington in and for Clark County. In the event of litigation concerning the terms or of performance under this Agreement each party shall be solely responsible for all of their own litigation costs, including attorney's fees.

9. **Indemnification.** The City shall defend, indemnify, and hold harmless the District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of lawful work performed by the Fire Marshal/Building Official on behalf of the City as outlined on Exhibit A attached hereto and incorporated herein, or from the conduct of City's business, or from any activity, work or thing done, permitted, except for such injury or damage as shall have been occasioned by the sole negligence of the District.

The District shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of lawful work performed by Fire Marshal/Building Official on behalf of the District, or from the conduct of District's business, or from any activity, work or thing done, permitted, except for such injury or damage as shall have been occasioned by the sole negligence of the City.

It is further expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. **Insurance.** The City is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 150 public entities in the State of Washington. WCIA has at least \$1,000,000 per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the City.

The District agrees the City's membership in the WCIA satisfied insurance requirements

for this Agreement. The City shall provide the District with certificates or evidence of coverage establishing that the requirements of this section have been met as requested by the District.

The District shall provide the same level of insurance coverage as provided herein and required for the City. The District shall provide the City with certificates or evidence of coverage establishing that the requirements of this section have been met as requested by the City.

11. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not.
12. Compliance with Laws. The District and the provided Fire Marshal/Building Official employee shall in performing the services contemplated by this Agreement faithfully observe and comply with all federal, state, and local laws, ordinance, and regulations applicable to the services to be rendered under this Agreement as outlined on Exhibit A which is attached hereto and incorporated here.
13. Notices. Any notice required to be given under this Agreement shall be delivered or mailed to the following parties as the following address:

The City of Battle Ground
Attn: City Manager
109 SW 1st Street
Battle Ground, WA 98604

Clark County Fire District No. 3
Attn: Fire Chief
17718 NE 159th Street
Brush Prairie, WA 98606

Notices may be delivered personally to the addressee of the notice, or may be deposited in the United States mail, postage prepaid to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

14. Assignability. The rights, duties, and obligations of any party to this Agreement shall not be assignable.

15. Existing Agreements. The prior Interlocal Agreement between the City of Battle Ground

and Clark County Fire District No. 3 for the Position of Fire Marshal/Building official originally entered into on or about September 1, 2017 and as later amended and re-effectuated is hereby terminated.

16. Integrated Agreement. This Interlocal Agreement with stated attachments constitutes the entire agreement between the parties regarding the subject matter hereof. No modification or amendments shall be valid unless evidenced in writing, properly agreed to and signed by both parties. Oral modifications are expressly not allowed.
17. Severability. In the event that any section, sentence, clause, or paragraph of this Interlocal Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Interlocal Agreement shall not be affected and shall remain in full force and effect.
18. Third-Party Rights. Nothing contained in this Interlocal Agreement shall be interpreted to create third-party rights in any person or entity not a party hereto.
19. Headings. Section titles or other headings contained in this Agreement are for convenience only and shall not be interpreted as part of this Agreement.
20. Joint Preparation. This Agreement is and shall be deemed to be drafted as if both parties drafted the Agreement so that the Agreement will not be construed or interpreted against any of the parties to this Agreement as if any one party originated or prepared the Agreement.
21. Waiver. Waiver by any party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.
22. Recording. This Agreement shall be recorded in an appropriate matter set forth by Chapter 39.34 RCW or posted on the parties' respective websites listed by subject matter.
23. Effective Date. This Agreement shall become effective upon approval and execution by both parties.

IN WITNESS WHEREOF, The City of Battle Ground and Clark County Fire District No. 3 have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the ____ day of _____ 20__.

CITY OF BATTLE GROUND
AS APPROVED BY THE CITY COUNCIL

CLARK COUNTY FIRE DISTRICT NO. 3
AS APPROVED BY THE COMMISSIONERS

Erin Erdman,
City Manager

Scott Sorenson
Fire Chief

Attest:

Attest:

Kay Kammer, City Clerk

Approved as to form:

Approved as to form:

Christine Hayes, City Attorney

Attorney for District

Exhibit A
Scope of Work for Building Official Services

- Provide overall coordination, enforcement, generalized supervision and specialized assistance for building code compliance to ensure the City complies with all statutory requirements.
- Responsible for ensuring the professional, efficient, fair and timely application of codes and processing of building permit applications.
- Plans, organizes, directs, oversees, and coordinates the work of professionals, technicians, and support staff in the development, implementation, evaluation, enforcement and administration of Building, Fire, Municipal and other related codes, ordinances plans and programs.
- Studies division organization, personnel distribution, duties and policy requirement to achieve the most efficient and economical utilization of available staff and funds.
- Confers with the Director to develop program emphasis and major policies for the Division, budgetary adjustments, staffing changes and Division procedures.
- Provide plan review and inspections for all categories of building projects for compliance with building, fire and related codes, city ordinances and state laws.
- Issue and authorizes "Stop Work" orders and "Unsafe for Occupation" notices and implements the Dangerous Building Code as necessary.
- Interprets codes, regulations, standards, plans and specs, legal descriptions, and various governmental documents.
- Receives complaints/inquiries from customers relative to construction conditions or activities in the community. Gather all pertinent data, evaluate the facts of the situation, and attempt to handle at first contact.
- Provides direct supervision to plan review and inspection staff, and others as assigned.
- Participates in the selection, orientation and training of division personnel.
- Completes or assists in performance evaluations of staff.
- Follow/adhere to all city policies and procedures, and safety programs regulations and requirements.

- Performs other duties and responsibilities as assigned from time to time by the City Manager.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BATTLE GROUND, A WASHINGTON MUNICIPAL CORPORATION AND CLARK COUNTY FIRE DISTRICT NO.3, A DULY INCORPORATED SPECIAL PURPOSE DISTRICT UNDER THE LAWS OF THE STATE OF WASHINGTON FOR THE TRANSFER OF REAL PROPERTY.

This Interlocal Agreement is entered into by the City of Battle Ground (the "City"), a Washington municipal corporation, and Clark County Fire District No. 3 (the "District"), a duly incorporated special purpose district under the laws of the State of Washington, for the purposes stated below.

WHEREAS, the City has the power, authority, and responsibility to provide fire protection services within its boundaries as an essential governmental function; and

WHEREAS, the City and the District have contiguous boundaries and are authorized by Chapter 52.04 RCW to cause an election to be held in order for the voters of the City and the voters of the District to decide whether or not the City should be annexed to and become part of the District; and

WHEREAS, the voters of the City and the voters of the District have voted in favor of the City being annexed to the District; and

WHEREAS, the City and the District entered into an Interlocal Agreement for Annexation of the City of Battleground to Clark County Fire District No. 3 on _____, 20__ ("the Interlocal Agreement for Annexation"); and

WHEREAS, upon the effective date of the annexation ("Annexation Effective Date"), the District will become solely responsible for providing fire protection services within the incorporated boundaries of the City which fulfills the City's duty to provide this essential governmental function; and

WHEREAS, the City currently owns real property legally described in the attached an incorporated Exhibit A, tax parcel no. 228576000, ("the Property"), which is currently provided as a viable location for a future fire station in the City's Fire Capital Facilities Plan; and

WHEREAS, the City's Fire Capital Facilities Plan was worked on concurrently with the District at the times of its adoption; and

WHEREAS, the City wants to ensure the District is able to fulfill its obligation to provide fire services within the incorporated boundaries of the City and maintaining the Property as a location for a future fire station location for the District consistent with the current Fire Capital Facilities Plan helps to ensure this; and

WHEREAS, the City Council believes the conveyance of the Property to the District for the sole purpose of utilizing it for a future fire station location or to sell the Property for the sole purpose

of collecting the proceeds necessary to build a fire station in a different location within the incorporated boundaries of the City is necessary for the support of this essential governmental function within this City and is in the interests of the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City will need to reserve a utility easement across, over, and through the Property as outlined in the attached and incorporated Exhibit B; and

WHEREAS, such agreements as herein set forth are specifically authorized by the Interlocal Cooperation Act set for in Chapter 39.34 of the Revised Code of Washington ("RCW"); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the District agree as follows:

1. **PURPOSE.** This Interlocal Agreement sets forth the terms and conditions by which the City of Battle Ground will transfer title to the real property legally described in Exhibit A ("the Property"), with a reserved utility easement as legally described in Exhibit B, via a Quit Claim Deed to the District, for the sole purpose of utilizing the Property as a future fire station location or for the District to sell for the sole purpose of collecting the proceeds necessary to build a fire station in a different location within the incorporated boundaries of the City. All costs associated with the transfer of title for the Property shall be the sole obligation of the District. These costs shall include, but are not limited to, any recording fees, real estate excise taxes due, and any other fees, taxes, or costs associated with the title transfer and dedication of the Property.
2. **AUTHORITY.** This Interlocal Agreement by and between the City and the District is authorized by Chapter 39.34 of the Revised Code of Washington, which permits a governmental unit to contract for the use of land as approved by the legislative bodies of each entity.
3. **DURATION OF INTERLOCAL AGREEMENT.** This Interlocal Agreement shall remain in effect in perpetuity, except as otherwise provided in Section VI Property Reversion.
4. **RELATIONSHIP OF PARTIES.** The District shall be solely responsible for the management of the Property within the terms and conditions of this Agreement and all applicable laws and regulations. Furthermore, the City shall not be deemed a party to any contract between the District and any third-party by reason of having entered into this Agreement.
5. **PERFORMANCE.** The District acknowledges that the Property is being conveyed for the sole purpose of supporting the essential governmental function of fire service to be adequately provided within the incorporated boundaries of the City. The District agrees to operate, maintain, and manage the Property in a manner consistent with the provisions of the conveyance as described herein, specifically that the Property shall only be used as a future fire station location as currently provided for on the City's Fire Capital Facilities Plan or for the District to sell for the sole purpose of collecting the proceeds necessary to build a fire station in a different location within the incorporated boundaries of the City.

The District hereby accepts the Property in an "as is" condition and the City makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended. Upon the execution of this Agreement and the Quit Claim Deed, attached as Exhibit C and incorporated herein by reference, the District shall immediately become solely legally and financially responsible for the Property including any responsibility for insuring the property. As such the District shall be permitted to take possession of the Property immediately upon the execution of this Agreement and the Quit Claim Deed.

6. **PROPERTY REVERSION.** If at any time the Property is utilized, developed, conveyed, transferred, assigned or otherwise operated in any way other than for the purposes specifically stated herein, that is as a location for a future fire station or to be sold for the sole purpose of securing the proceeds necessary to building a fire station in another location within the incorporated boundaries of the City, then all rights, title and interest to the Property shall automatically revert to the City. In such an instance, the City shall provide written notice of the same to the District as soon as practicable and shall allow the District thirty (30) days to respond and/or remedy the alleged improper use prior to reversion. In the event the City incurs any costs or fees, including attorney's fees, in having to pursue and enforce this property reversion right, the District shall be solely responsible for paying all costs and fees incurred by the City.
7. **HOLD HARMLESS.** The District shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, costs, including any attorney's fees incurred, or liabilities for injury or death of any person, or for loss or damage to property, or any loss of any nature, which occurs on the Property after the Quit Claim deed is executed, or arising out any activity, work, or thing done on the Property after the Quit Claim deed is executed, or arising out of any use, improvements, operation, or management of the Property after the Quit Claim deed is executed.
8. **NOTICES.** Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered by hand, or within three (3) days of being mailed by U.S. mail first class postage or certified mail, postage prepaid, addressed as follows:

A. Notice to the City

To: City of Battle Ground
Attn: City Manager
109 SW 1st Street
Battle Ground, WA 98604

B. Notice to the District

To: Clark County Fire District 3
Attn: Fire Chief
17718 NE 159th St.
Brush Prairie, WA 98606

9. **ASSIGNMENT.** The rights, duties, and obligations of any party to this Agreement shall not be assignable.
10. **INDEPENDENT CONTRACTOR.** Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of one party the employee of any other party or parties for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. At all times pertinent hereto, employees of the City are acting as City employees, and employees of the District are acting as District employees.
11. **INTEGRATED AGREEMENT.** The Interlocal Agreement with stated attachments constitutes the entire agreement between the parties regarding the subject matter hereof. No modification or amendments shall be valid unless evidenced in writing, properly agreed to and signed by both parties. Oral modifications are expressly not allowed.
12. **SEVERABILITY.** In the event that any section, sentence, clause, or paragraph of this Interlocal Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Interlocal Agreement shall not be affected and shall remain in full force and effect.
13. **DISPUTE RESOLUTION.** In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants, or conditions herein or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the parties shall seek redress in Superior Court of the State of Washington. Jurisdiction and venue shall be in the Superior Court of the State of Washington in and for Clark County. In the event of litigation concerning the terms or of performance under this Agreement, the prevailing party shall be entitled to all of their costs, including reasonable attorney's fees, to be paid by the other party.
14. **THIRD-PARTY RIGHTS.** Anything to the contrary notwithstanding, nothing contained in this Interlocal Agreement shall be interpreted to create third party rights in any person or entity not a party hereto.
15. **HEADINGS.** Section titles or other headings contained in this Agreement are for convenience only and shall not be interpreted as part of this Agreement.

16. **JOINT PREPARATION.** This Agreement is and shall be deemed to be drafted as if both parties drafted the Agreement so that the Agreement will not be construed or interpreted against any of the parties to this Agreement as if any one party originated or prepared the Agreement.
17. **WAIVER.** Waiver by any party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.
18. **COMPLIANCE WITH ALL LAWS.** The City and the District shall comply with all applicable state, federals, and local laws in carrying out the terms of this Agreement.
19. **RECORDING.** A copy of this Agreement shall be filed as an attachment to the Quit Claim Deed filed with the Clark County Auditor's Officer transferring title of the real property referenced herein from the City to the District. This Agreement shall also be recorded in an appropriate manner set forth by Chapter 39.34 RCW or posted on the parties' respective websites listed by subject matter.
20. **EFFECTIVE DATE.** This Agreement shall become effective upon approval and execution by both parties.

IN WITNESS WHEREOF, The City of Battle Ground and Clark County Fire District No. 3 have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2020.

CITY OF BATTLE GROUND
AS APPROVED BY THE CITY COUNCIL

CLARK COUNTY FIRE DISTRICT NO. 3
AS APPROVED BY THE COMMISSIONERS

Erin Erdman,
City Manager

Scott Sorenson
Fire Chief

Attest:

Attest:

Kay Kammer, City Clerk

Approved as to form:

Approved as to form:

Christine Hayes, City Attorney

Kim Adams Pratt, Attorney for District



BATTLE GROUND CITY COUNCIL MEETING MINUTES

OCTOBER 7, 2019

The regular meeting of the Battle Ground City Council was called to order at 7:00 p.m. by Mayor Dalesandro in the Council Chambers of City Hall, 109 SW 1st Street, Battle Ground, Washington.

City Clerk Kay Kammer called the roll. The following were:

COUNCIL: Mayor Dalesandro, Deputy Mayor Bowman, and Council members Cortes, Johnson, DesRochers, Munson and Phelps.

ABSENT None.

PRESENT: City Manager Erin Erdman, Finance and Information Services Director Meagan Lowery, Public Works Director Mark Herceg, Community Development Director Sam Crummett, Police Chief Bob Richardson, Police Lieutenant Mike Fort, Fire Chief District No. 3 Scott Sorenson, Assistant Fire Chief District No. 3 Barbara Widlund, Fire Marshal/Building Official Chris Drone, Communications Manager/PIO Bonnie Gilberti, Human Resource Manager Lorna Ingenthron, City Attorney Christine Hayes, and City Clerk Kay Kammer.

SUMMARY REPORTS

Council member reports

Deputy Mayor Bowman

- ❖ Legislative Tour with Sen Cleveland and Rep Wylie

Mayor Dalesandro asked for a motion to amend the agenda.

MOTION: Council member Cortes moved to postpone Business item #4, Resolution No. 19-13, Senior/Disabled/Low-Income Utility Discount Program to the October 21, 2019 meeting.

SECOND: Deputy Mayor Bowman.

VOTE: Motion carried.

Mayor's Report

- ❖ Proclamation: National Disabilities Awareness Month
- ❖ Proclamation: Fire Prevention Week
- ❖ Proclamation: Breast Cancer Awareness Month

Presentations

- ❖ New employee introduction: Theresa McGuire, Permit Technician
- ❖ New employee introduction: Candace Moon, Permit Technician

7:13 P.M.

- ❖ New employee introduction: Coreen Fahrni, Engineering Technician II
- ❖ New employee introduction: Corey Otto, Maintenance Worker
- ❖ Battle Ground Library

CITIZEN'S COMMUNICATIONS

7:25 P.M.

- ❖ No communications were received

CONSENT AGENDA

7:25 P.M.

- A. City Council meeting minutes from September 16, 2019.
- B. Payroll vouchers dated 09/25/2019, #28711 through #28715 in the amount of \$4,015.24 and direct deposits in the amount of \$176,414.87.
- C. Claim Vouchers dated 09/06/2019, #84573 through #85506 and bank drafts, in the amount of \$71,323.82.
- D. Claim Vouchers dated 09/13/2019, #84573 through #85477 and #85507 through #85544, and bank drafts, in the amount of \$417,765.73.
- E. Claim Vouchers dated 09/20/2019, #85547 through #85571 and bank drafts, in the amount of \$600,789.61.
- F. Claim Vouchers dated 09/27/2019, #85572 through #85596 and bank drafts, in the amount of \$307,731.23.
- G. Capacity Agreement with Department of Ecology for stormwater management in the amount of \$50,000.00.

MOTION: Council member Munson moved to approve the consent agenda as presented.

SECOND: Council member Cortes.

VOTE: Motion carried.

PUBLIC HEARING

Ordinance No. 2019-26, Fire Annexation: Public Hearing

7:26 P.M.

Presented by City Manager Erin Erdman.

Summary: Council accepted public testimony regarding annexation into Fire District No. 3.

Mayor Dalesandro opened the public hearing at 8:04 P.M.

Summary of testimony:

Brandon Bohart

Supports fire Annexation. Support shown for public safety.

Blaine Dohman

Supports fire annexation. Concerns expressed regarding budget and service.

Dr. Linda Shafer

Concerns expressed regarding what the final levy rate and what the decrease in utility tax rate will be.

Clint Frahler

Concerns regarding if annexation does not go through with the fire contract expiration and service levels.

Tim Gaughan

Supports annexation and is necessary for sustainability.

Mayor Dalesandro closed the public hearing at 8:13 P.M.

BUSINESS

Community Development Block Grant (CDBG) Project Selection: Presentation 8:33 P.M.

Presented by Community Development Director Sam Crummett.

Summary: Council was provided information regarding proposed projects for consideration.

ADDITIONAL BUSINESS

8:56 P.M.

- ❖ No additional business was brought forward

ADMINISTRATIVE REPORTS

8:57 P.M.

- ❖ No reports presented.

COUNCIL COMMUNICATIONS

8:57 P.M.

Council member Munson

- ❖ Joint City Council and Planning Commission meeting regarding CDBG grant

MOTION: Council member Munson moved to have scheduled annually a joint meeting with Council and Planning Commission regarding CDBG grant projects.

SECOND: Mayor Dalesandro.

VOTE: Motion carried.

Mayor Dalesandro

- ❖ Regional Transportation Council (RTC) grant
Public Works Director Mark Herceg presented information regarding the grant award

EXECUTIVE SESSION

Pursuant to RCW 42.30.110 (g) Council entered an executive session for review of the performance of a public employee for approximately 30 minutes with no action to follow.

Mayor Dalesandro announced that council would enter the Executive Session at 9:15 P.M.

Mayor Dalesandro reconvened the regular meeting at 9:42 P.M. and announced that no action would be taken.

ADJOURNMENT

The meeting adjourned at 9:42 P.M.

Mike Dalesandro
Mayor

Kay Kammer
City Clerk

Date of approval by the City Council: _____

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- Ang impormasyon ay makukuha sa Tagalog sa pamamagitan ng kahilingan sa cityclerk.info@cityofbg.org
- Gửi yêu cầu nhận thông tin sẵn có bằng tiếng Việt đến cityclerk.info@cityofbg.org



**BATTLE GROUND CITY COUNCIL MEETING MINUTES
OCTOBER 21, 2019**

The regular meeting of the Battle Ground City Council was called to order at 7:00 p.m. by Mayor Dalesandro in the Council Chambers of City Hall, 109 SW 1st Street, Battle Ground, Washington.

City Clerk Kay Kammer called the roll. The following were:

COUNCIL: Mayor Dalesandro, Deputy Mayor Bowman, and Council members Cortes, Johnson, DesRochers, Munson and Phelps.

ABSENT None.

PRESENT: City Manager Erin Erdman, Finance and Information Services Director Meagan Lowery, Public Works Director Mark Herceg, Community Development Director Sam Crummett, Police Chief Bob Richardson, Police Lieutenant Mike Fort, Fire Chief District No. 3 Scott Sorenson, Assistant Fire Chief District No. 3 Barbara Widlund, Fire Marshal/Building Official Chris Drone, Communications Manager/PIO Bonnie Gilberti, Human Resource Manager Lorna Ingenthron, City Attorney Christine Hayes, and City Clerk Kay Kammer.

SUMMARY REPORTS

Council member reports

Council member Munson

- ❖ Lodging Tax Advisory Committee (LTAC) meeting

Council member Phelps

- ❖ Prevent Together coalition meeting
- ❖ Drug Take Back event

Council member Cortes

- ❖ C-Tran award received

Council member DesRochers

- ❖ Urban County Policy Board meeting

Mayor's Report

- ❖ Clark County government roundtable

Presentations

No presentations were received.

CITIZEN'S COMMUNICATIONS

7:06 P.M.

- ❖ No communications were received.

CONSENT AGENDA

7:06 P.M.

- City Council study session minutes from October 7, 2019.
- City Council meeting minutes from October 7, 2019.
- Payroll vouchers dated 10/10/2019, #28716 through #28723 in the amount of \$8,211.62 and direct deposits in the amount of \$173,557.05.
- Claim Vouchers dated 10/04/2019, #85597, #85603 through #85635, in the amount of \$85,336.53.
- Claim Vouchers dated 10/11/2019, #85598 through #85602, #85636 through #85673 and bank drafts in the amount of \$790,486.53.

MOTION: Council member Munson moved to approve the consent agenda as presented.

SECOND: Council member Phelps.

VOTE: Motion carried.

PUBLIC HEARING

Ordinance No. 2019-26, Fire Annexation: Public Hearing/Motion

7:07 P.M.

Presented by City Manager Erin Erdman.

Summary: Council accepted public testimony and considered annexation into Fire District No. 3.

Mayor Dalesandro opened the public hearing at 7:37 P.M.

Summary of testimony:

Mari Cheney

- ❖ Voiced appreciation and thanks for service provided from Fire District No. 3

Jim Danzenbaker

- ❖ Questioned the previous and current contract rates

David Lusher

- ❖ Appreciates public safety and the need to support them and protect service levels

Mayor Dalesandro closed the public hearing at 7:42 P.M.

Staff provided answers to questions.

MOTION: Deputy Mayor Bowman moved to adopt Ordinance No. 2019-26 as presented.

SECOND: Council member Cortes.

AYES: Munson, Phelps, Bowman, Dalesandro, Cortes, DesRochers, Johnson.

NAYS: None.

VOTE: Motion carried.

BUSINESS

7:56 P.M.

Community Development Block Grant (CDBG) Project Selection: Public Comment/Motion
Presented by Community Development Director Sam Crummett.

Summary: Council accepted public comments and selected a project for consideration.

Mayor Dalesandro opened the public comment period at 8:01 P.M.

❖ No comments were received.

Mayor Dalesandro closed the public comment period at 8:01 P.M.

MOTION: Council member Munson moved to select project No. 2, for road improvements on SE Clark Avenue and SE 4th Street for submittal for a Community Development Block Grant as presented.

SECOND: Council member DesRochers.

VOTE: Motion carried.

8:05 P.M.

Resolution No. 19-13, Low-Income Senior Utility Discount Program: Presentation/Motion
Presented by Finance and Information Services Director Meagan Lowery.

Summary: Council was provided information and considered approval of a utility discount program.

MOTION: Council member DesRochers moved to adopt Resolution No. 19-13 as presented.

SECOND: Mayor Dalesandro.

AYES: Munson, Phelps, Bowman, Dalesandro, Cortes, DesRochers, Johnson.

NAYS: None.

VOTE: Motion carried.

Code Enforcement Update: Presentation

8:12 P.M.

Presented by Community Development Director Sam Crummett.

Summary: Council was provided an update on code enforcement practices and future efforts.

ADDITIONAL BUSINESS

8:46 P.M.

❖ No additional business was brought forward

ADMINISTRATIVE REPORTS

8:46 P.M.

Finance

- ❖ Property Taxes and Fee Schedule hearing and preliminary budget

COUNCIL COMMUNICATIONS

8:47 P.M.

Council member DesRochers

- ❖ Urban County Policy Board and change to scoring on CDBG grants submittals

Council member Phelps

- ❖ Lady Bug Bazaar is November 2

ADJOURNMENT

The meeting adjourned at 8:49 P.M.

Mike Dalesandro
Mayor

Kay Kammer
City Clerk

Date of approval by the City Council: _____

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Fire District 3

“more than fire...”

BOARD OF FIRE COMMISSIONERS

Minutes

Monday October 28, 2019

The Meeting called to order by Commissioner Jon Couture at 1800. Commissioner Scott Anders, Commissioner Rick Steele, Chief Scott Sorenson, Assistant Chief Barbara Widlund, Retired Chief Steve Wrightson, Battalion Chief Dave O'Brien, Captain Tony Wagar, FF Brandon Bohart, FF Josh Hall, FF Nick Lines, Captain Jason Mansfield, Erin Erdman, Bonne Gilberti and Scout Troup 475 were present. Many family, friends and coworkers Jacob Higley were present for the Oath of Service presentation.

Oath of Service

- Commissioner Couture administered the Oath of Service for Firefighter Jacob Higley. A short celebration with family, friends and coworkers was held after the ceremony.

Public Hearing on City of Battle Ground Annexation 18:15 -18:45

- Chief Sorenson presented on the proposal to annex into Fire District 3 received from the City of Battle Ground and impacts related to Fire District 3.
- Public Comments Received –
 - Melody Bryant expressed concern that City residents may not support future ballot measures.
 - Bonnie Gillberti said that the City residents have a history of voting in support of schools.
 - Des Wellsmore expressed similar concerns about future projects and City resident support.
 - Bill Baily requested that Fire District 3 publish any known fire capital expenditure needs or plans for Battle Ground.
- The Board shared views on what this means for Fire District 3 with the audience -
 - Commissioner Anders expressed that this partnership strengthens Fire District 3 capabilities in hiring, equipment and WSRB rating.
 - Commissioner Steel expressed that Fire District 3 managing service in the City is better for Fire District 3 residents.
 - Commissioner Couture – shared that Fire District 3 has developed a sense of community in both the District and City, and will continue to so, and can serve both well in the future.
- The Board closed the public hearing at 18:45.
- Resolution 2019-04 – was considered by the Board
 - **A RESOLUTION OF THE CLARK COUNTY FIRE DISTRICT NO. 3 BOARD OF FIRE COMMISSIONERS CONCURRING WITH THE CITY OF BATTLE GROUND'S ANNEXATION REQUEST AND DIRECTING NOTIFICATON TO THE CLARK COUNTY COUNCIL.**
- Commissioner Ander made a motion to approve Resolution 2019-04, Commissioner Stele seconded, the motion passed 3-0.

Minutes

- The minutes of October 14, 2019 were reviewed for approval. Commissioners Anders made a motion to approve the minutes, Commissioner Steele seconded the motion, the motion passed 3-0.

Correspondence

- Community Paramedic – Dustin Waliezer presented his Challenges in EMS presentation and provided ways Fire District 3 could deal with them.

Financial Report

- Investments in Fund 6204 \$ 3,038,225.60
- Cash in Fund 6204 \$ 538,651.60
- Transmittal FD3 \$ 30,223.39
- Payroll \$ 215,326.72
- Commissioners Anders made a motion to approve the report, Commissioner Steele seconded the motion, the motion passed 3-0.

Old Business

- Commissioner Timesheets were reviewed and signed with no changes needed.
- City of Battle Ground Update – Chief Sorenson reported that communication calls are scheduled for Tuesday October 29th at 0830 and Wednesday October 30th at 1100. Chief Sorenson reported that required documentation will go to the County Council by November 1st so that the annexation can be reviewed for ballot on the November 16th County Council agenda.
- BC Negotiations Update – Chief Sorenson reported there is a meeting on October 31 at 07:15 at Station 35 to review and approve the comparables.

New Business

- State Audit 3 Year Cycle – Chief Sorenson reported that the State Auditor’s Office has requested we delay the audit until next year. The Office is low on staffing and because we are low risk requested we delay. The Board agreed to delay.

Questions and Comments from the Audience none

Executive Session none

Meeting Schedule

- November 4, 2019 BG City Council 19:00
- November 12, 2019 FD3 Board Meeting Public Hearing 18:00
- November 18, 2019 BG City Council 19:00

Adjournment 19:40



Proposed Annexation

City of Battle Ground – Clark County Fire District 3



THE CITY OF
Battle Ground
WASHINGTON

Erin Erdman, City Manager
Scott Sorenson, Fire Chief




THE CITY OF
Battle Ground
WASHINGTON

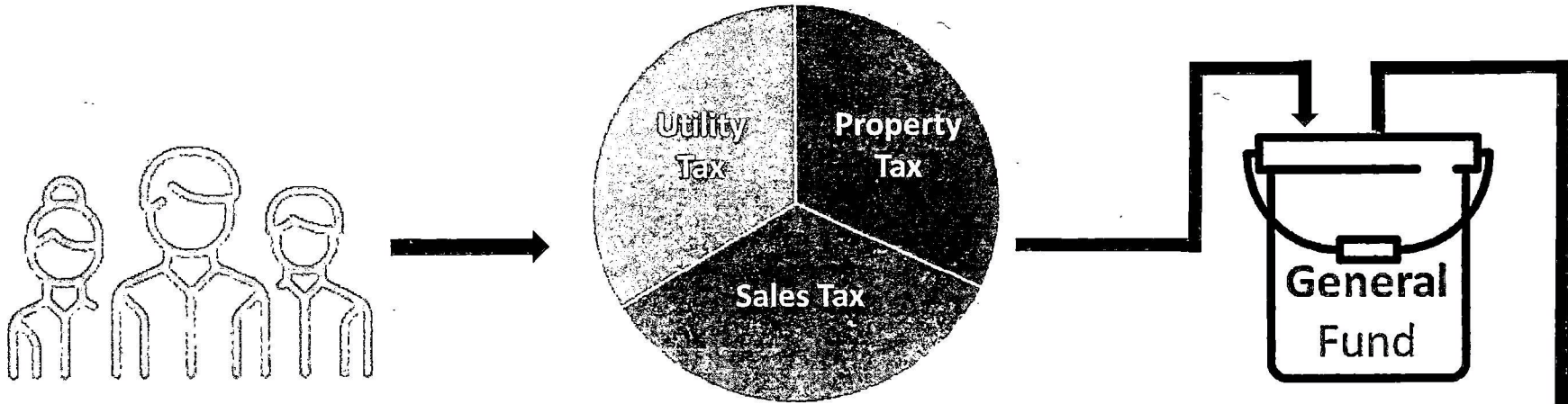
City of Battle Ground Funding 101

109 SW 1st Street
Battle Ground, WA 98604
360-342-5000

www.cityofbg.org

 CityofBGWA

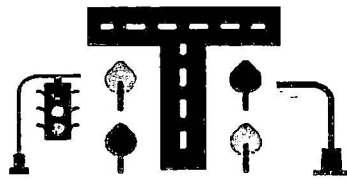
 @CityofBGWA



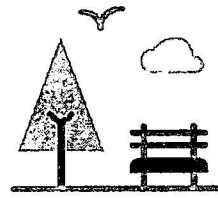
Police



Fire/EMS



Streets



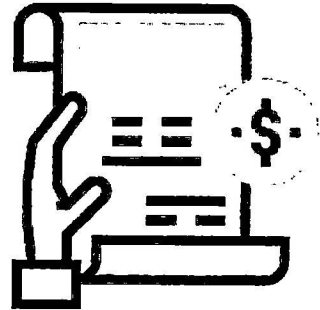
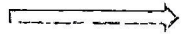
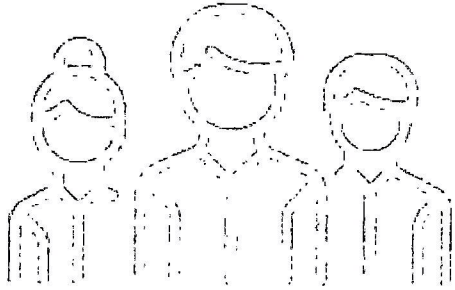
Parks & Rec



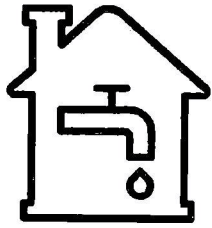
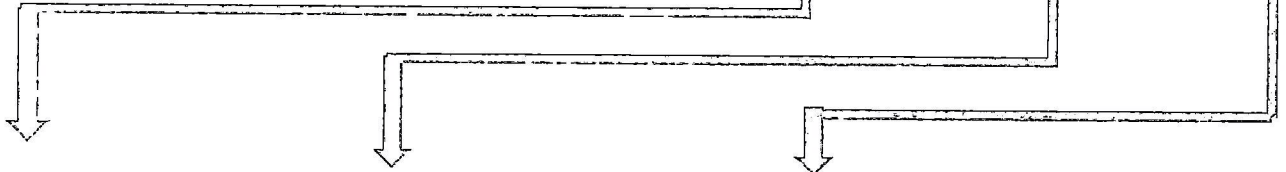
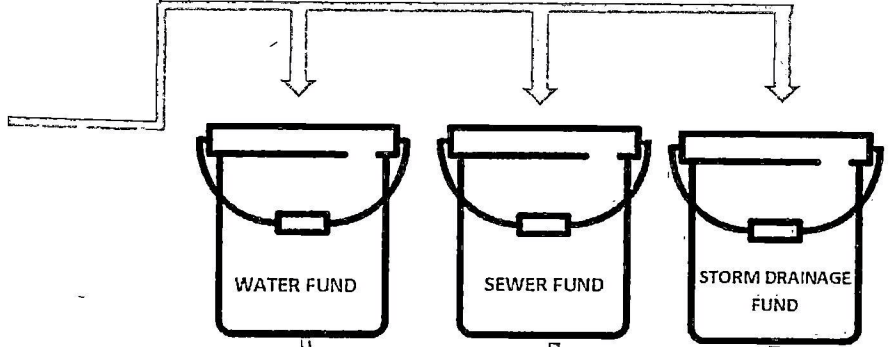
**Community
Development**

*Finance & Information Services; Administrative Services/City Clerk; Human Resources; Municipal Court; Legal; Fire Marshal's Office;
Business Licensing; Building; Engineering; City Manager's Office; Communications & Public Information*

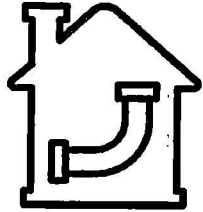
Core City Services



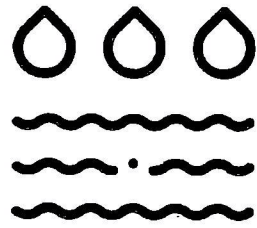
Utilities Cost/Bill



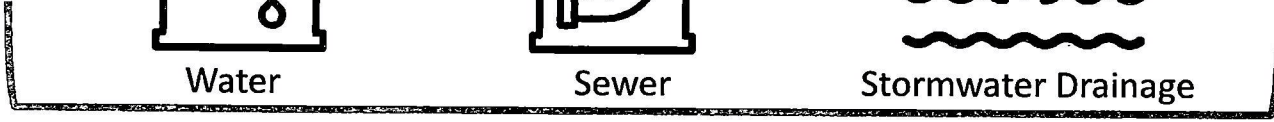
Water



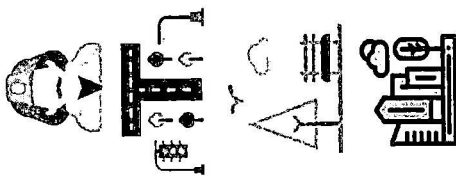
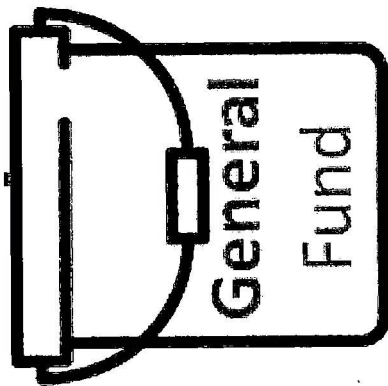
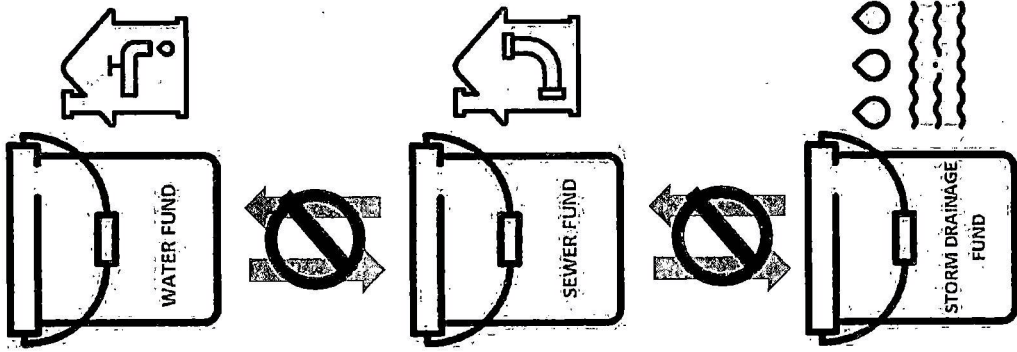
Sewer



Stormwater Drainage

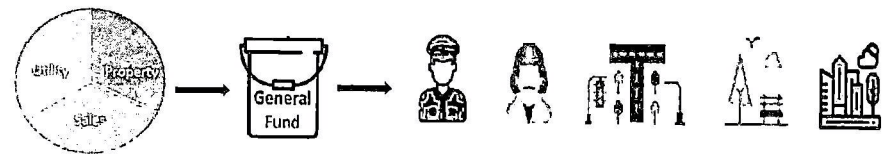
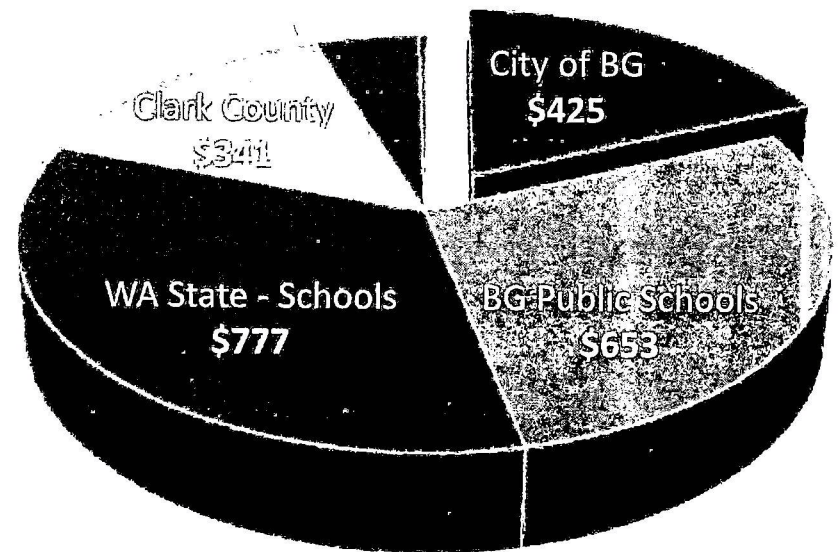


Enterprise Services



Property Tax

2019 Property Tax Distribution			
Taxing Jurisdiction	Mill Rate (rounded)	Property Assessed at \$310,000	%
City of BG	1.37	\$425	18%
BG Public Schools	2.11	\$653	28%
WA State- Schools	2.51	\$777	34%
Clark County	1.10	\$341	15%
Library	0.36	\$113	5%
Cemetery	0.03	\$8.4	<.5%
TOTAL	7.47	\$2,317	100%

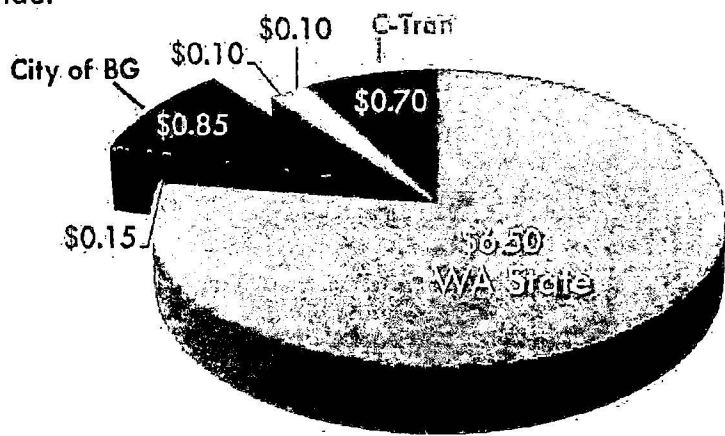


Sales Tax

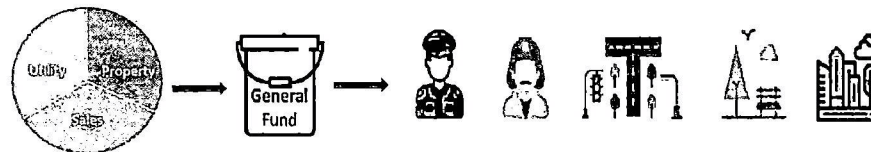
Sales Tax

With a sales tax rate of 8.4%, a consumer purchasing a \$100 item in the City of Battle Ground will pay \$8.40 in sales tax.

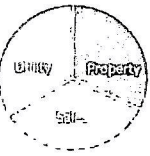
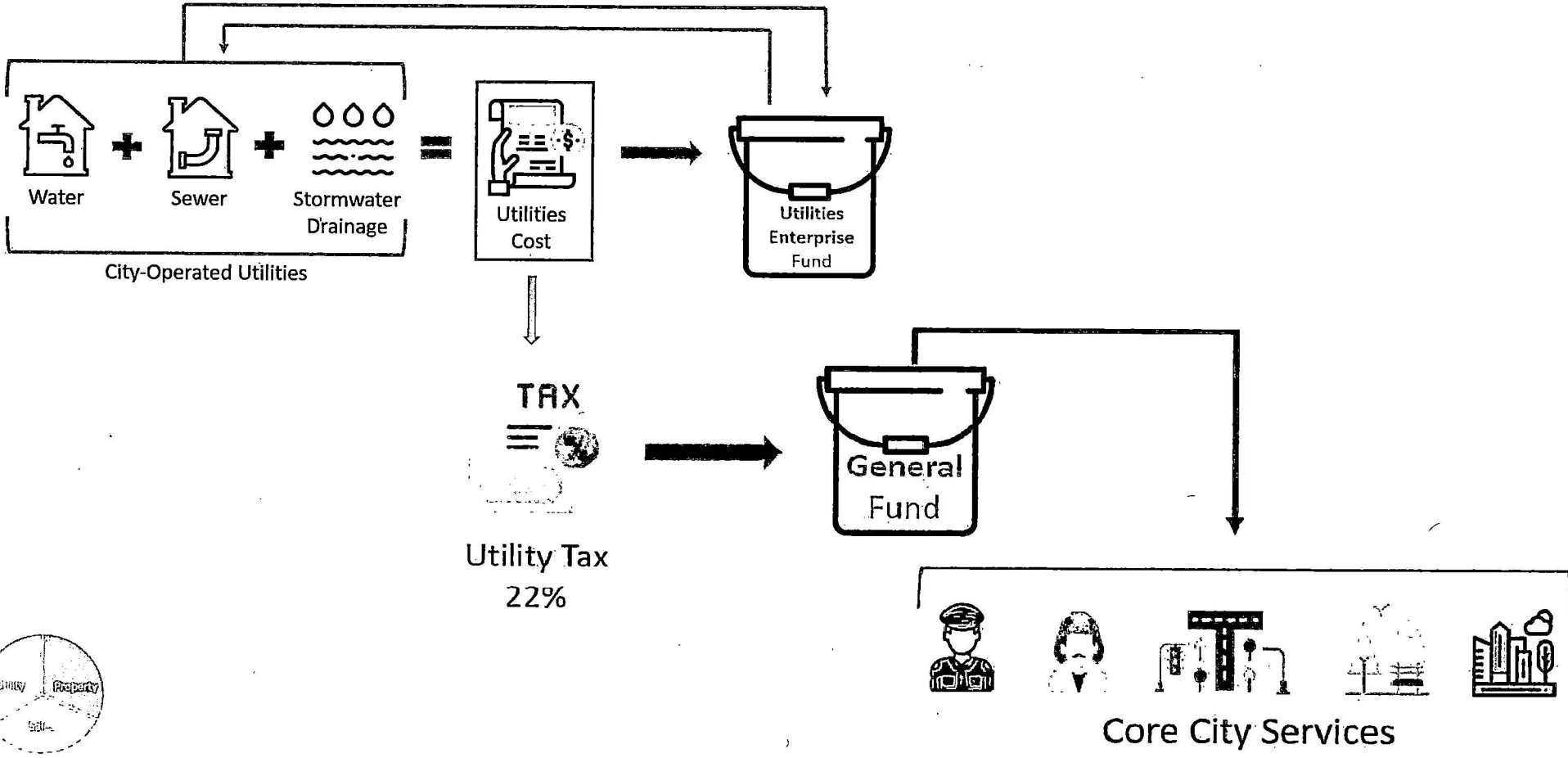
Of that \$8.40, the city receives \$.85 (85 cents) in sales tax revenue.



Sales Tax Distribution on \$100 purchase	
Entity	\$
WA State	6.50
Clark County	0.15
City of BG	0.85
Law & Justice	0.10
Mental Health (CC)	0.10
C-Tran	0.70
TOTAL	8.40



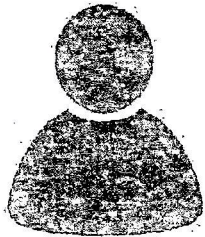
City Utilities Tax



How does the City of BG compare?

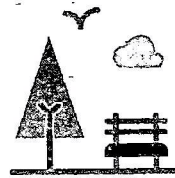
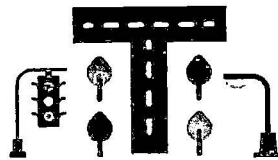
Resident Profile

We've used a specific resident profile, but any profile can be applied.

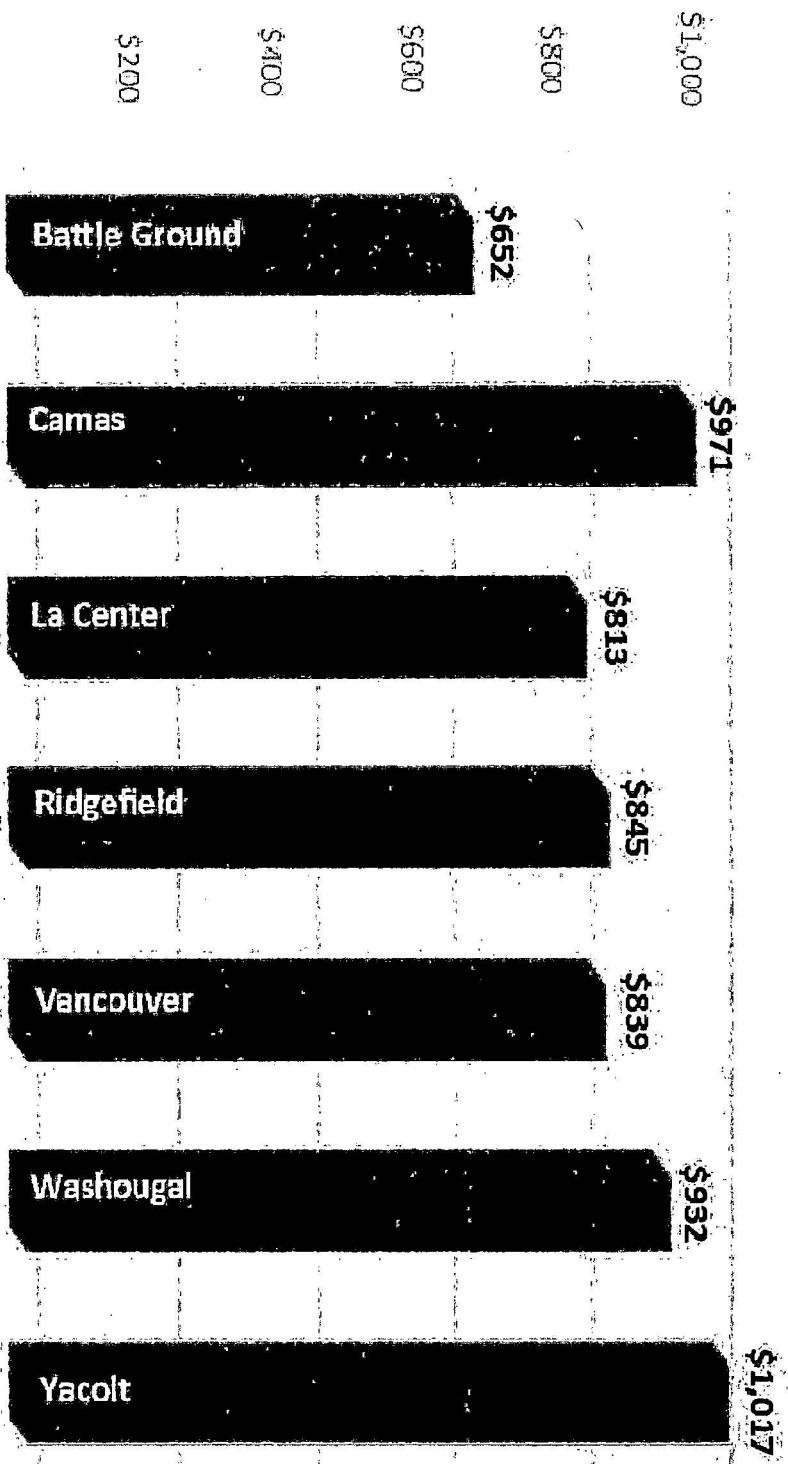


- ✓ **Homeowner with property assessed at \$310,000**
(per Clark County Assessor's Office)
- ✓ **Average User of City Utilities**
(Water- 8 units; Sewer- 6 units; Stormwater Drainage)

Core City Services



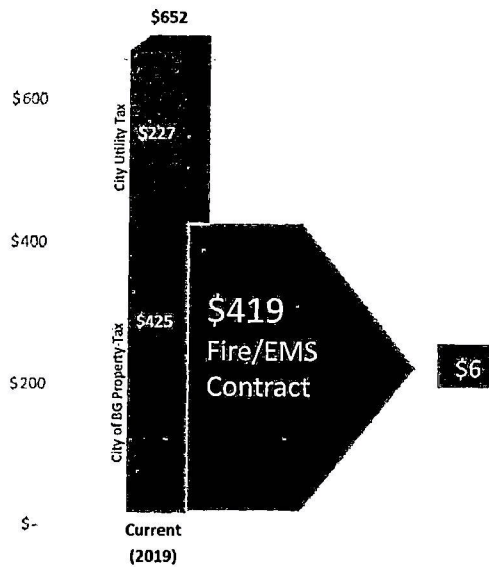
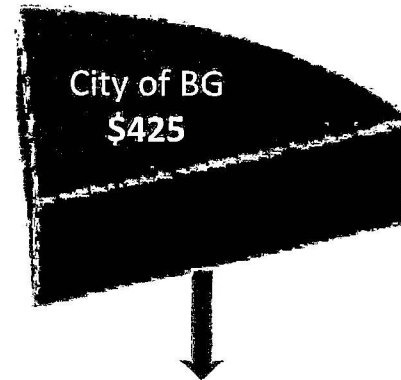
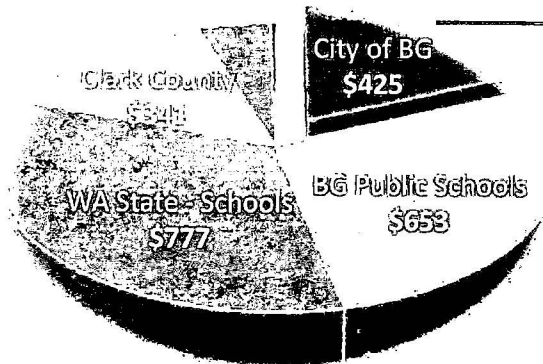
CITY ↓	CITY PROPERTY TAXES		FIRE/EMS PROPERTY TAXES		CITY-OWNED UTILITY TAXES (Water, Sewer, Storm Drainage)			ANNUAL TOTAL ↓
	Mill Rate (rounded)	Total Annual Tax	Mill Rate (rounded)	Total Annual Tax	Annual Cost of Utilities (Average User)	Utility Tax Rate	Total Annual Tax	
Battle Ground	1.37	\$425	0	\$0	\$1,031	22%	\$227	\$652
Camas	2.67	\$828	.46	\$143	\$1,043	0	0	\$971
La Center	1.07	\$332	1.55	\$481	\$1,138	0	0	\$813
Ridgefield	.86	\$267	1.55	\$481	\$1,153	8% Water 10% Sewer	\$97	\$845
Vancouver	2.11	\$654	0	0	\$677	27.3%	\$185	\$839
Washougal	2.15	\$667	.50	\$155	\$1,341	10% Water 9.23% Sewer	\$110	\$932
Yacolt	1.66	\$515	1.62	\$502	N/A — Town of Yacolt does not provide utilities			1,017



CITY
PROPERTY TAXES

FIRE/EMS
PROPERTY TAXES

CITY-OWNED UTILITY TAXES
(Water, Sewer, Storm Drainage)



Cost of Fire/EMS Contract for Individual Homeowner
(using property assessment of \$310,000)

City of BG Property Tax	1.37	310	\$425
Less Cost of Fire /EMS Contract	1.35	310	\$419
Balance of Property Tax for all other core services	.02	310	\$6

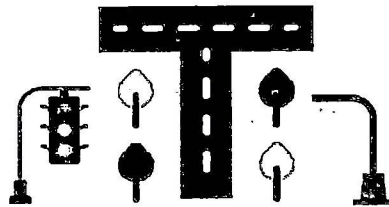
2021 General Fund without Annexation



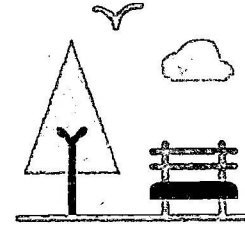
Police
\$5M



Fire/EMS
\$3.7M



Streets
\$1.2M



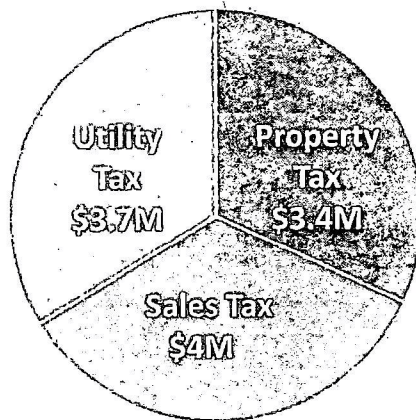
Parks & Rec
\$800K



**Community
Development**
\$1.3M

*Finance & Information Services; Administrative Services/City Clerk; Human Resources; Municipal Court; Legal; Fire Marshal's Office;
Business Licensing; Building; Engineering; City Manager's Office; Communications & Public Information*
\$3M

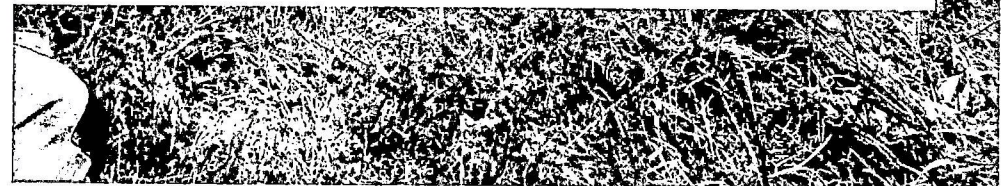
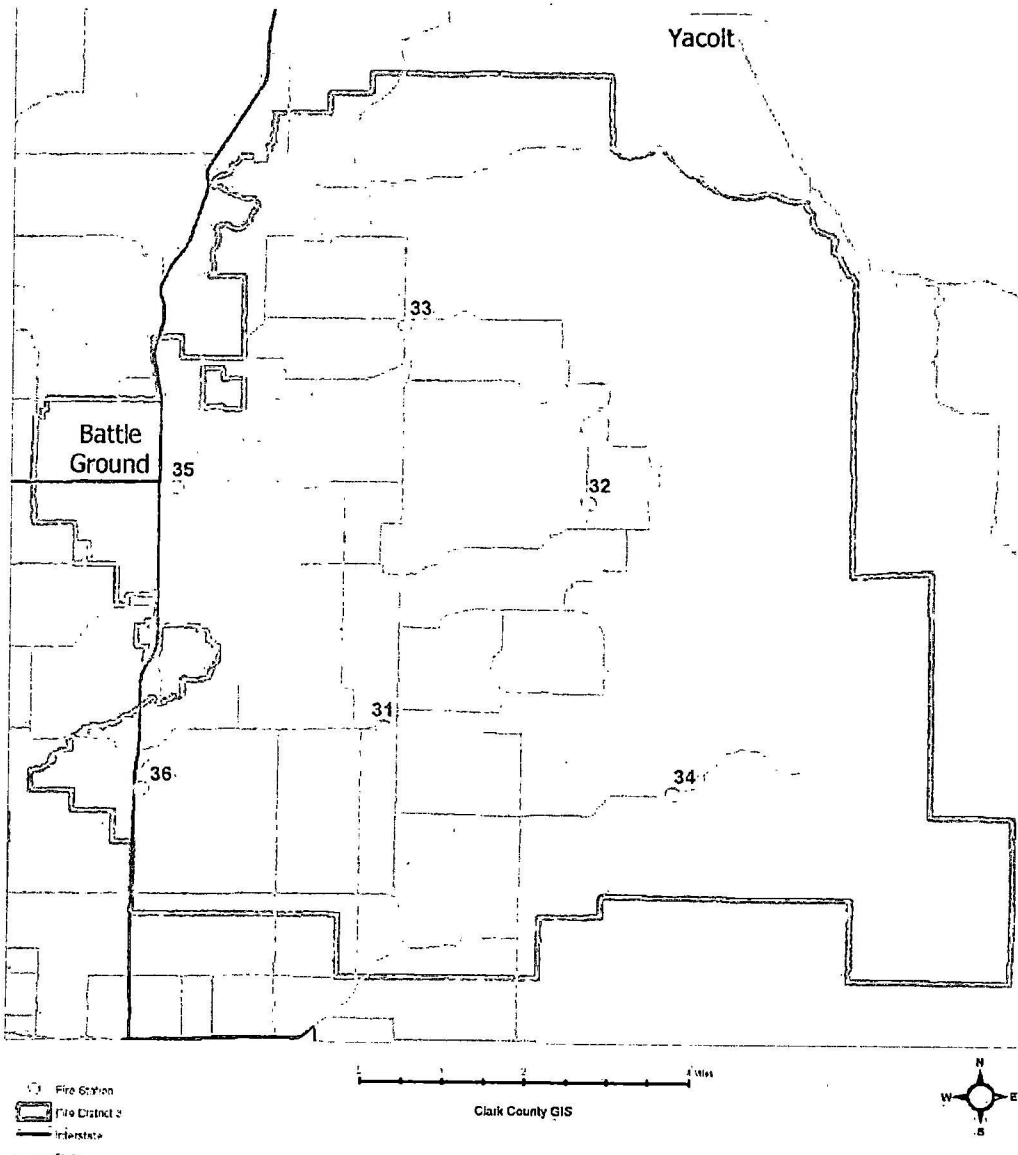
Tax Revenue
is 73.3% of
the General
Fund



Total General Fund Revenue \$15.0M
Total General Fund Expenditures \$15.8M
Projected Deficit for 2021 of \$800K

Annexation as a Solution

1. The City and District 3 have had continued discussion about annexation
2. What does Fire Annexation Mean
3. City currently contracts for Fire/EMS services with District 3 with money received from property tax revenue
4. Allows for long-term planning







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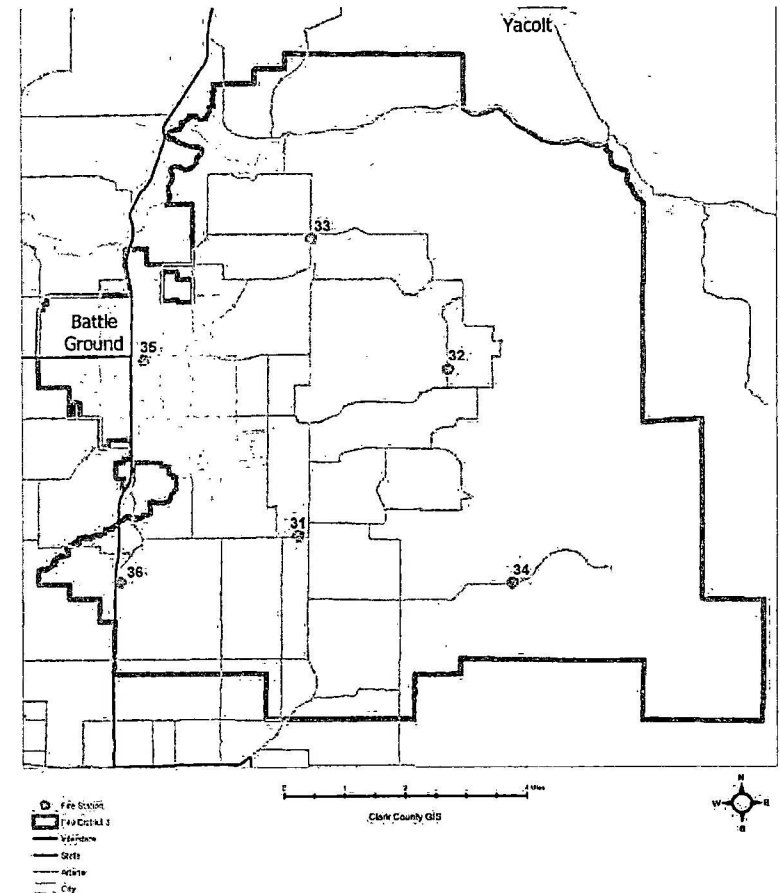
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Service Area of Fire District 3

- Provides emergency response over 90 square miles
 - 40,000 people
 - 20,000 City of Battle Ground
 - 20,000 Fire District 3
- 5 fire stations serving:
 - Battle Ground
 - Brush Prairie
 - Hockinson
 - Communities of Battle Ground Lake, Heisson, Lucia Falls, Rawson Rd., Summer Hills, and Venersborg





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Essential to Maintain Quality Emergency Services for Our Growing Community

- Emergency services are vital to the health and well-being of our community
- Battle Ground is the only city that contracts for emergency services in our area
- The City must fund the contract and other services (such as police, streets, parks and facilities maintenance) through available tax revenue
- The current fire services contract will exceed the City's property tax collection revenues by 2021
 - Puts emergency service levels at risk
 - Why the City is discussing asking property owners to consider annexing to the Fire District



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Fair for All Property Owners

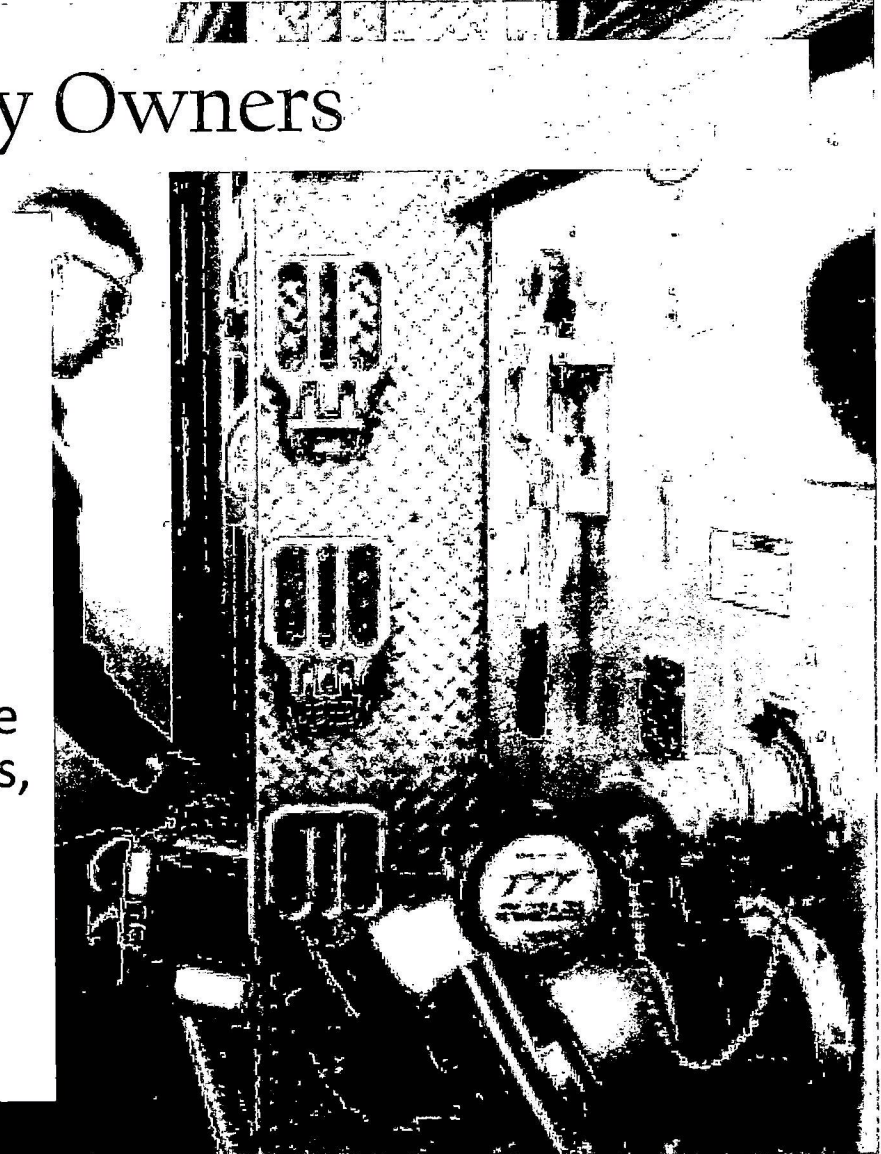
- Currently, property owners pay taxes to the City, which then pays the Fire District according to the contract amount.
- Under annexation, City property owners would pay the Fire District directly.
- City residents also will be able to vote on fire district matters, such as
 - Commissioners
 - Levies
 - Bonds

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Offsetting the Cost



- The City plans to offset some of this cost to taxpayers by reducing utility taxes
 - Water, sewer and storm water
 - Benefits property owners and renters
 - Offsets new fire levy by 30 percent

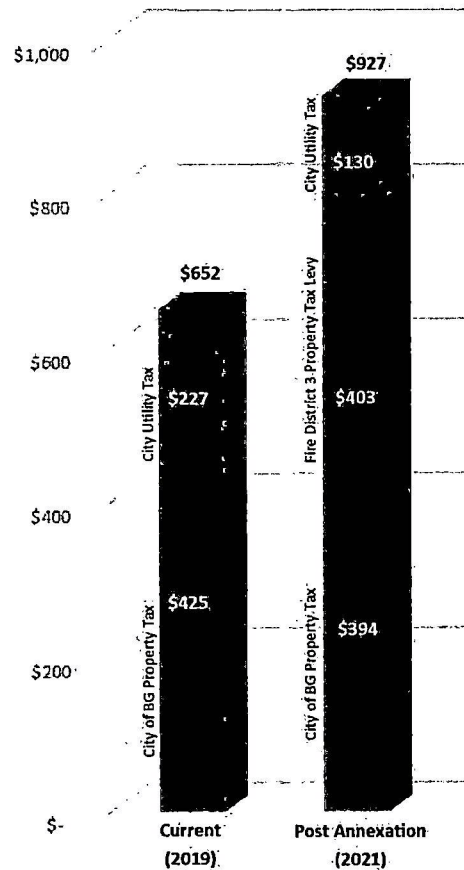
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What does this mean for Battle Ground Residents?



Cost of Fire/EMS services for property owners (using property assessment of \$310,000)					
		2019		2021	
	City of BG Property Tax	\$1.37	\$425	\$1.27	\$394
	Cost of Fire/EMS Services	\$1.35	(\$419)	\$1.30	\$403
	Utility Tax (average yearly bill)	22%	\$227	12%	\$130
	Total to taxpayer		\$652		\$927
	Net to General Fund		\$233		\$524
	Difference to the taxpayer				\$275

\$275/year, or \$22.92/month



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City Service Level Improvement Under Annexation

Public Safety

- Better fire and police response times
 - Ability to plan for increased staffing with our growing population
- Increased traffic enforcement and other emphasis patrols
- Increased investigative services
- Capital facility improvements for both police and fire
- Increased community outreach

City Operations/Maintenance/Parks

- Increased funding for street maintenance and preservation
- Increased park maintenance
 - Watering of parks
 - Equipment replacement
- Increased beautification efforts city wide
- More programs and events that engage and strengthen community
- Ability to plan for the future

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Allows Long-term Planning

- Under a contract, the Fire District cannot make long-term investments to maintain emergency service levels and response times.
- Likewise, the City does not have the revenue to make those investments itself.
- Annexation allows the Fire District to address future emergency service needs while helping the City fund:
 - Stronger policing efforts
 - Better streets
 - Parks maintenance



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Protects the Quality and Level of Emergency Services

- Without annexation, emergency service levels would have to be reduced for the City to maintain a balanced budget.
- This loss of resources also would impact emergency service levels for property owners in the Fire District.

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What's at Risk?

- Cuts to personnel in fire and police, which means longer response times
 - For fire services:
 - Reducing types of calls responded to, such as falls at care facilities in the City
 - Reduced day time staffing at the City fire station
 - Eliminating community service programs, such as free blood pressure checks, station tours, National Night Out, open houses, free smoke alarm installation, school prevention programs, and career night
 - Eliminating fire safety and prevention services in local schools

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What's at Risk?

- Cuts to personnel in fire and police, which means longer response times
 - For police services:
 - Investigative priority will be crimes of violence and property crimes with known suspects; investigations will be delayed due to fewer staffing resources
 - Reduction in traffic enforcement and other community patrols
 - No police response to traffic accidents except for injuries and DUIs
 - No in-person police response for theft, fraud, vandalism where there is no suspect information (on-line reporting only)
 - No pro-active police response to drug and vice complaints
 - Cuts to police participation in community events such as the downtown Halloween event, police station tours, National Night Out, Shop with a Cop, K-9 presentations, and Drug Take Back Days

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What's at Risk?

- For Citizens

- Higher insurance premiums for home and business owners due to lower levels of emergency services
- Less street maintenance and preservation projects and street sweeping
- Infrequent mowing and watering of parks; closure of splash pads
- Cuts to community center hours as well as summer playground and holiday programs and activities

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
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Photo Credit: Steve G. G. G.



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February 2020?



- May ask voters to consider annexing into the Fire District to finalize the partnership.
 - Fire District 3 voters also have to approve

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Thank You!


- Erin Erdman, City Manager
 - (360) 342-5005
 - erin.erdman@cityofbg.org


- Fire Chief Scott Sorenson
 - (360) 892-2331
 - scott@fire3.org

- More information at:
 - www.cityofbg.org

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FIRE DEPARTMENT

Fire District 3
of Battle Ground

E35



Proposed Annexation

City of Battle Ground - Clark County Fire District 3

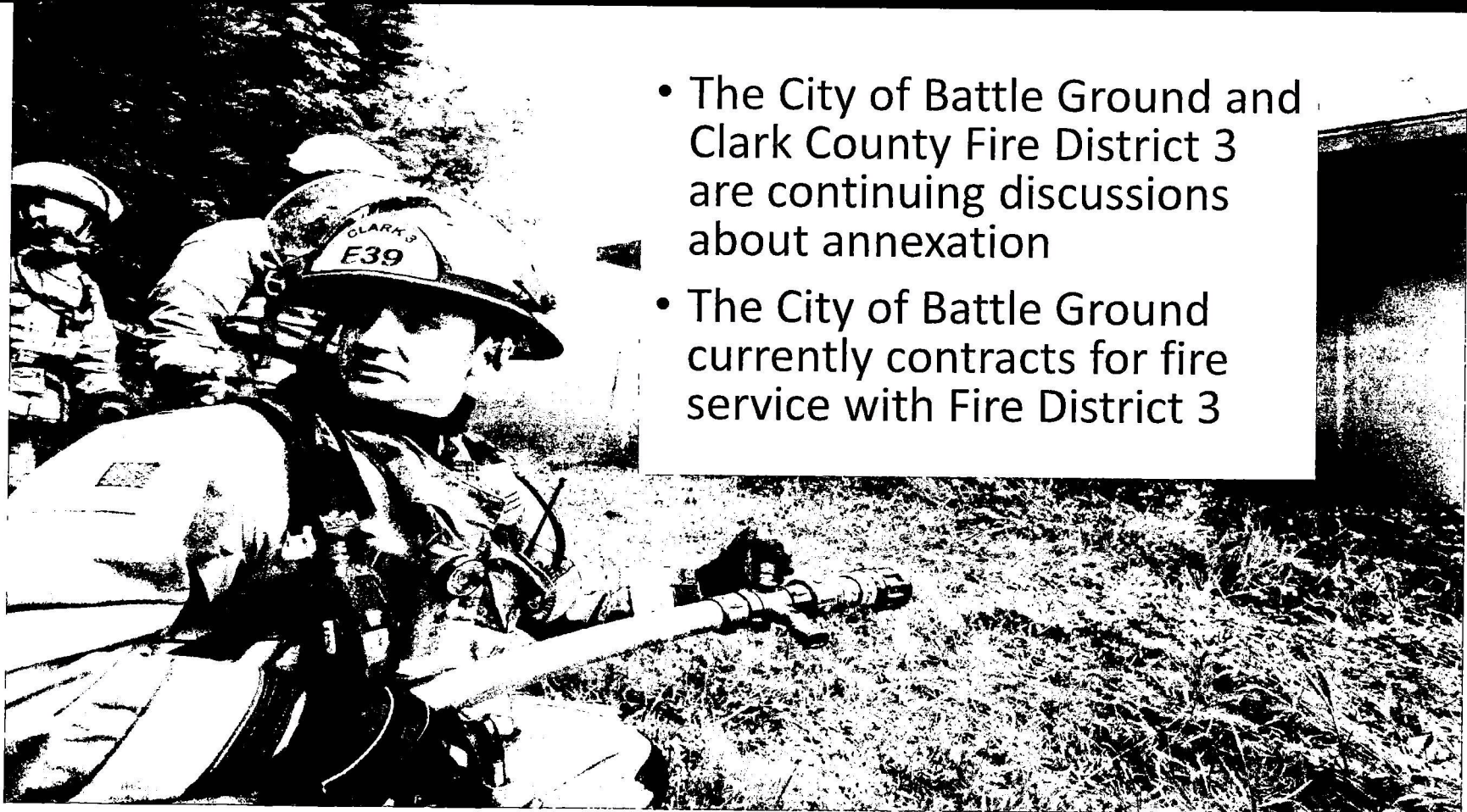
Scott Sorenson, Fire Chief



Considering Annexation

Fire District 3

CLARK COUNTY WASHINGTON



- The City of Battle Ground and Clark County Fire District 3 are continuing discussions about annexation
- The City of Battle Ground currently contracts for fire service with Fire District 3

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FireDistrict3



Service Area

Fire District 3
CLARK COUNTY WASHINGTON

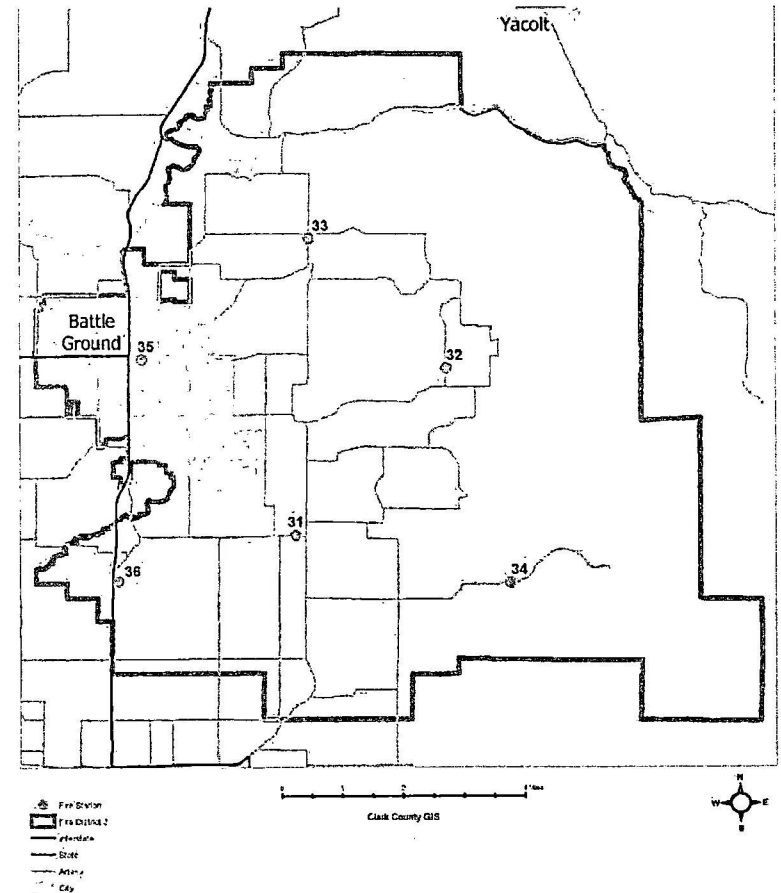
- Providing emergency response over 90 square miles
 - 40,000 people
 - Includes the City of Battle Ground
- 5 fire stations serving:
 - Battle Ground
 - Brush Prairie
 - Hockinson
 - Communities of Battle Ground Lake, Heisson, Lucia Falls, Rawson Rd., Summer Hills, and Venersborg
- Future Station 36 in Brush Prairie

"more than fire..."

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FireDistrict3





Thank you for your support!

Fire District 3
CLARK COUNTY WASHINGTON

- In 2017, voters returned the fire levy to \$1.42 per \$1,000 of assessed property value
 - Critical to maintaining emergency services levels for our growing community
 - Additional staffing at Station 32
 - Improving our training program
 - Replacing apparatus
 - Helped us maintain our insurance rating
 - Linked to the amount property owners pay in premiums
- Committed to make these improvements happen
- We appreciate the support of our community
 - Will continue to report back on how we are using these resources to save lives and property

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FireDistrict3



Good Stewards of Your Tax Dollars

Fire District 3
CLARK COUNTY WASHINGTON

- Operates under a balanced budget
- Passed all its financial and accountability audits by the state
- Updating our Strategic Plan
 - Guides policy-making and spending decisions
- Actively look for ways to save taxpayers money
 - Partnerships to share costs, such as with the City of Battle Ground
 - Securing grants
 - In 2018, we earned a grant for \$420,000
 - Replace breathing equipment for firefighters
 - Provide smoke alarms for our community
 - Prefer to pay cash to replace apparatus as opposed to borrowing money, which costs taxpayers more



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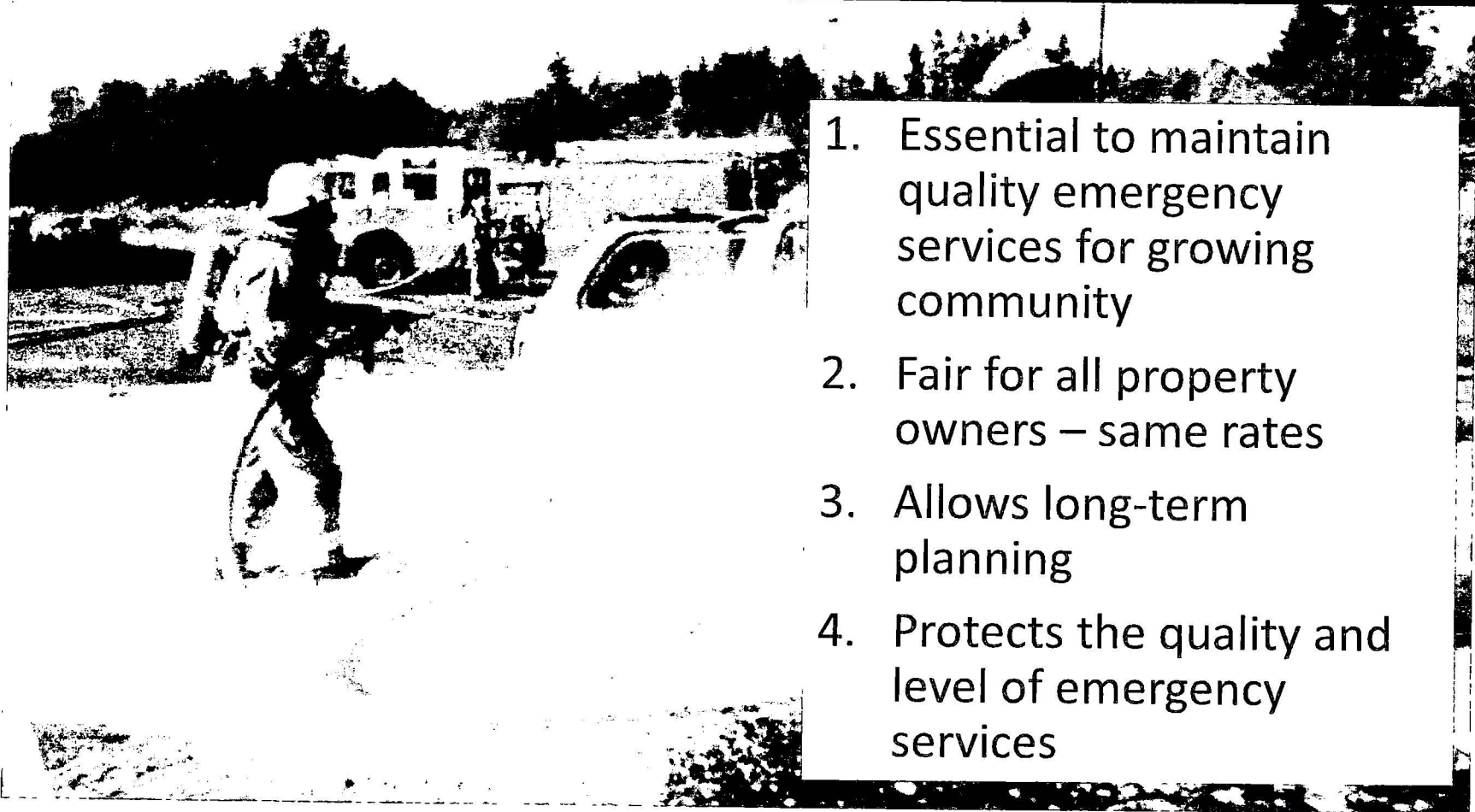


FireDistrict3



Why Considering Annexation?

Fire District 3
CLARK COUNTY WASHINGTON



1. Essential to maintain quality emergency services for growing community
2. Fair for all property owners – same rates
3. Allows long-term planning
4. Protects the quality and level of emergency services

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Fair for All Property Owners

Fire District 3
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- Currently, property owners pay taxes to the City, which then pays the Fire District according to the contract amount.
- Under annexation, City property owners would pay the Fire District directly.
- City residents also will be able to vote on fire district matters, such as
 - Commissioners
 - Levies
 - Bonds



Allows Long-term Planning

Fire District 3
CLARK COUNTY WASHINGTON



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FireDistrict3

- Under a contract, the Fire District cannot make long-term investments to maintain emergency service levels and response times.
- Likewise, the City does not have the revenue to make those investments itself.
- Annexation allows the Fire District to address future emergency service needs while helping the City fund:



Partnership

Fire District 3
CLARK COUNTY WASHINGTON

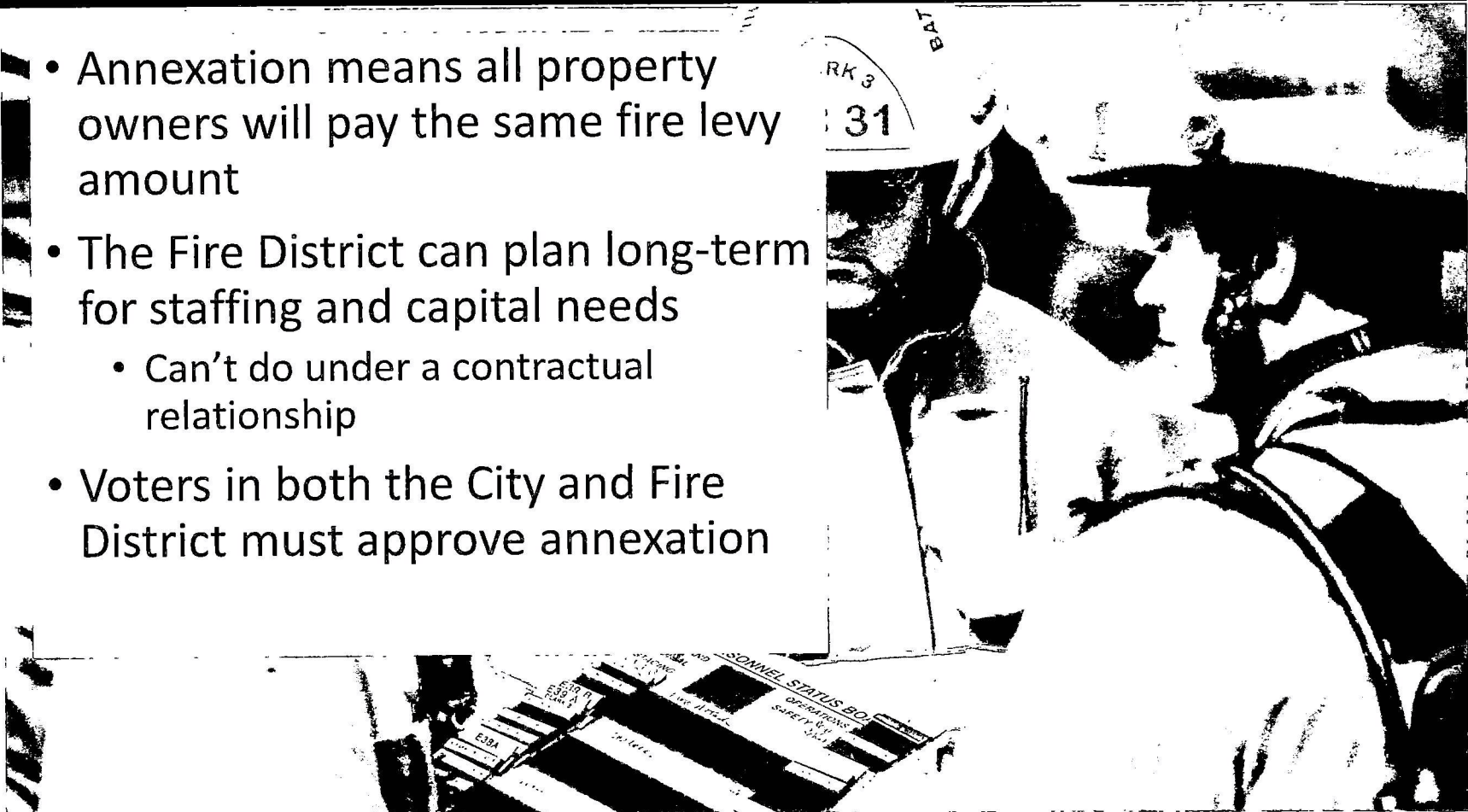
- Annexation means all property owners will pay the same fire levy amount
- The Fire District can plan long-term for staffing and capital needs
 - Can't do under a contractual relationship
- Voters in both the City and Fire District must approve annexation

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February 2020?

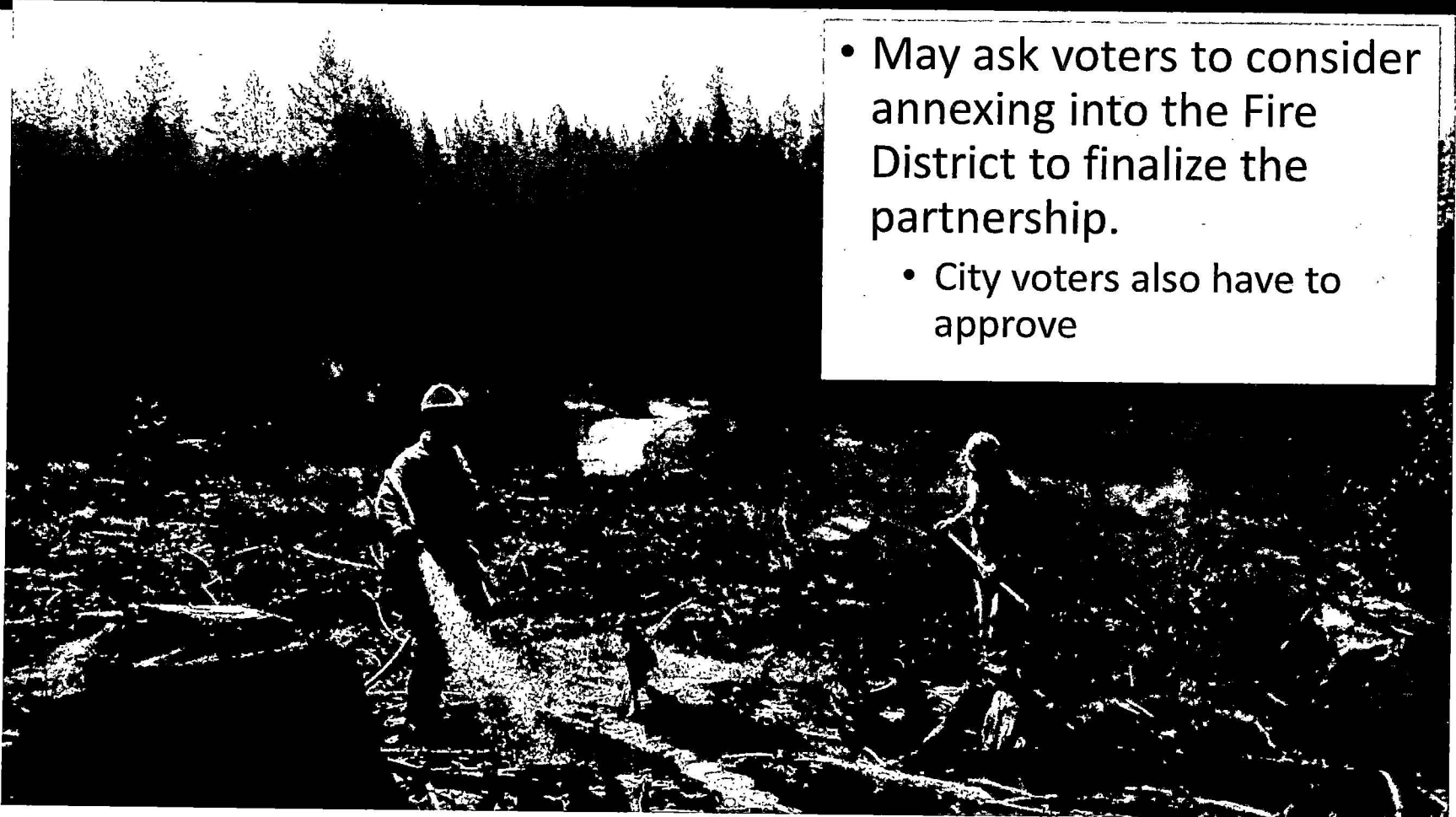
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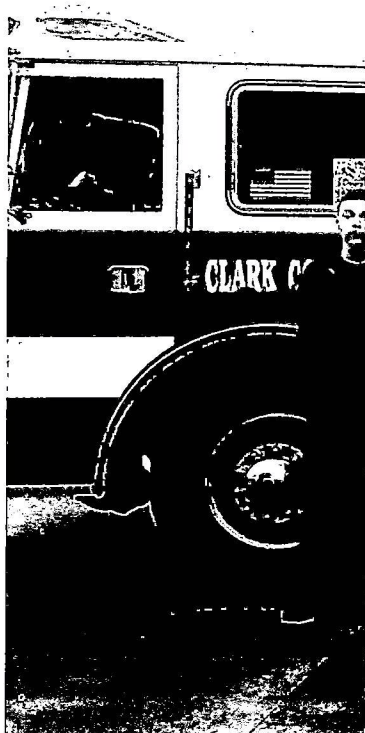


- May ask voters to consider annexing into the Fire District to finalize the partnership.
 - City voters also have to approve



Thank you!

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- Questions?
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 - scott@fire3.org
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