

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Development – Fire Marshal’s Office

DATE: May 1, 2015

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

CHECK ONE: X Consent CAO

BACKGROUND

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

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

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

COMMUNITY OUTREACH

No community outreach is needed.

BUDGET AND POLICY IMPLICATIONS

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

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

FISCAL IMPACTS

Yes (see attached form) No

ACTION REQUESTED

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



Jonathan Dunaway
Clark County Fire Marshal/
Building Safety Program
Manager

Approved: _____
CLARK COUNTY
BOARD OF COMMISSIONERS

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

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

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

Part II: Estimated Revenues

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

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

Part III: Estimated Expenditures

III. A – Expenditures summed up

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

III. B – Expenditure by object category

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

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

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

9 WITNESSETH:

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

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

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

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

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

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

- 25 | 1. Services to be rendered: ~~County, through its The~~ Fire Prevention Bureau ~~of Clark~~
26 | ~~County~~ shall provide to the City ~~of La Center~~ the administrative ~~organization~~ and

27 support services necessary for the application of the City's Fire Code fire prevention
28 program and ordinances the relating to the fire protection and the storage, use, or
29 handling of hazardous materials as set out below: enforcement and interpretation of
30 building and fire codes as adopted by the City as it pertains to fire protection and
31 hazardous materials, and shall conduct all plans reviews, conduct all inspections and
32 participate in the issuance of all permits pursuant to the Uniform Building Code and
33 Uniform Fire Code and any other codes adopted by said City as said codes pertain to
34 fire safety. Said service as provided shall include:

- 35 A. New Construction and Land Use or Development: At the request of the City, the
36 County shall ~~The review and approval of all~~ review plans submitted for new land
37 development or ~~commercial~~ building construction and conduct related onsite
38 inspections to assure compliance with approved plans and the International Fire
39 Code the various codes and ordinances as adopted and amended by the City
40 with regard to fire protection. Land use reviews will only occur if requested by
41 the City. County will conduct construction inspections when building permits are
42 required and the building plans have been reviewed by the County at the
43 request of the City.
- 44 B. Existing Occupancies: The periodic inspection of existing all commercial
45 occupancies and structures ~~containing commercial occupancies.~~ Said inspections
46 shall be conducted as outlined in the tables within Appendix A. often as
47 ~~necessary to assure continued compliance with the codes and ordinances~~
48 ~~adopted by the City with regard to fire protection as authorized by the La Center~~
49 ~~City Council.~~
- 50 C. Hazard Abatement: Inspection and Technical support and code enforcement
51 necessary to abate identified fire hazards will be provided when requested to do
52 so by the City fire official.
- 53 D. Fire Cause Determination Investigations: County will investigate Investigations
54 necessary to determine the origin and cause of fires occurring within the City
55 when requested ~~to do so~~ by the City fire official or ~~the~~ its designee Fire Chief.
- 56 E. Incendiary Fire Investigation: County will investigate or assist in the investigation
57 ~~Technical assistance and assistance in conducting investigations of incendiary or~~
58 ~~suspected incendiary~~ fires when requested ~~to do so~~ by the City's fire official or
59 ~~the~~ Chief of Police.
- 60 F. Code Development and Maintenance Administration: County may provide
61 ~~Technical support~~ to facilitate the adoption or amendment of and assistance in
62 adopting and or amending the city's codes and ordinances. as they relate to fire
63 protection or responding to appeals as they may be presented. The City agrees
64 to notify and County of any local amendments to the Fire Code.

65 G. Operational Permits: When requested by the City, County will issue operational
66 permits as required by the International Fire Code, Section 105.6, for those
67 occupancies inspected by the County.

68 H. Business Licenses: Building and facilities related to new business license
69 applications will be inspected upon request of the City.

70 F.I. Special Fire Code Reviews and Approvals: Specialized systems shall be installed
71 via permits reviewed, issued, and fees charged through the County's permitting
72 process. Such systems include: automatic fire extinguishing systems,
73 standpipes, fire alarms, flammable and combustible liquid storage and delivery,
74 spraying or dipping, LP gas, and hazardous materials. Fees charged for these
75 permits shall follow those set forth in Clark County Code, Chapter 6, Table
76 6.120.040.

77 2. Compensation. The City will compensate the County for services at an hourly rate
78 of \$130.00, calculated to the nearest quarter hour. shall pay Clark County for the
79 above services as follows:

80 A. Existing Occupancy Inspection. Compensation at the rate of \$43.00 per hour for
81 work performed during normal county work hours and \$52.00 per hour for work
82 performed outside of normal county work hours.

83 B. Hazard Abatement. Compensation at the rate of \$43.00 per hour for work
84 performed during normal county work hours. \$52.00 per hour for work
85 conducted outside of normal county work hours.

86 C. Origin and Cause Fire Investigation. Compensation at the rate of \$60.00 per
87 hour for work performed during normal county work hours. \$70.00 per hour for
88 work performed outside of normal county work hours.

89 D. Incendiary Fire Investigation. Compensation at the rate of \$60.00 per hour for
90 work performed during normal county work hours. \$70.00 for work performed
91 outside of normal county work hours.

92 E. Code Administration. Compensation at the rate of \$36.85 per hour for
93 administrative or technical support and \$15.62 for clerical support functions.

94 F.A. New Construction. The county shall be authorized to assess and recover fees for
95 plan review and inspection necessary to support new construction or land
96 development review and inspection activities in accordance with fee schedules
97 adopted by the county.

98 3. Method of payment. The City of La Center will pay promptly all charges for services
99 rendered under the terms of this agreement upon receipt of the invoice. The City
100 reserves the right to pass the fees to the ~~business owner or~~ property owner of the
101 buildings for which services have been provided under the terms of this Agreement

102 and, in addition to that charged by the County, may charge an additional sum for
103 administrative fees as it deems appropriate.

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

112 3.5. Authority. In fulfilling the terms of this Agreement, the Clark County Fire Marshal
113 and the officers of the Fire Prevention Bureau are delegated the authority granted
114 the fire chief, fire marshal or fire prevention bureau by the International Fire Code,
115 the International Building Code, and other codes or ordinances adopted by the City,
116 except as that authority pertains to the suppression of fires, or the command and /
117 or control of emergency situations.

118 4.6. Compliance Litigation. Any or all code enforcement required or lawsuits served
119 upon or originating with or initiated by the City with respect to enforcing or insuring
120 compliance with the Uniform International Fire Code shall be the responsibility of
121 the City through its appropriate officials.

122 7. Hold Harmless. Upon determination of liability by a court of competent jurisdiction
123 of liability, assumptions of liability for administration of the International Fire Code,
124 pursuant to this Agreement shall be as follows:

125 A. The County shall hold harmless the City for any and all claims resulting from
126 its negligent acts or omissions for a period of one (1) year following and
127 arising out of issuance of each occupancy permit for any structure subject to
128 regulation under the International Fire Code as adopted and / or amended by
129 the City and for which a permit was issued by the County.

130 B. The City shall hold harmless the County for any and all claims resulting from
131 administration and enforcement of the International Fire Code on behalf of
132 the City beginning one (1) year following issuance of any occupancy permit
133 for any structure subject to regulation under the International Fire Code, as
134 adopted and / or amended by the City and for which a permit was issued by
135 the County.

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

138 D. Both the City and the County are undertaking this Agreement to further the
139 public interest generally and it is agreed between the parties that this

agreement is not intended nor shall it be construed to create any third party beneficiary.

~~5. The City shall indemnify, defend and save harmless Clark County, its elected officials, officials' officers, employees, and agents from and against all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney fees incurred by Clark County, its elected officials, officers, employees, and agents in the defense thereof, asserting or arising directly or indirectly from the City's negligent acts or omissions. In addition to the compensation stated above, Clark County shall add a ten (10%) percent surcharge for its increased liability to the costs otherwise provided.~~

~~6-8. Appeals.~~ Appeals regarding the interpretation of or the suitability of alternate methods or materials to specific provisions of the Uniform International Fire or Building Codes shall be in accordance with La Center Municipal Code ~~section~~ 15.10.130.

9. Termination. This agreement may be terminated by ~~e~~either the County or the City may terminate this Agreement upon a sixty (60) days written notice. In the event the City shall desire to terminate this agreement, said written notice shall be delivered to the Clerk of the Board of County Councilors ~~Commissioners~~, and, in the event the County shall desire to terminate this agreement, said written notice shall be delivered to the Clerk of the City of La Center.

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

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

Table 1 - Occupancy Classification

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

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

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Table 2 – Type of Operational Permit

<u>Type of Operational Permit</u>	<u>Hazard Level</u>		
	<u>Low</u>	<u>Moderate</u>	<u>High</u>
	<u>(3 yrs or as needed)</u>	<u>(2 yrs)</u>	<u>Annual</u>
<u>Aerosol products</u>	-	-	X
<u>Amusement buildings</u>	X	-	-
<u>Aviation facilities</u>	-	-	X
<u>Carnivals and fairs</u>	X	-	-
<u>Cellulose Nitrate Film</u>	X	-	-
<u>Combustible dust producing</u>	-	-	X
<u>Combustible fibers</u>	-	X	-
<u>Compressed gases</u>	-	-	X
<u>Covered Mall Buildings</u>	-	X	-
<u>Cryogenic fluids</u>	-	X	-
<u>Cutting and welding</u>	-	-	X
<u>Dry cleaning plants</u>	-	X	-
<u>Exhibits and trade shows</u>	X	-	-
<u>Explosives</u>	X	-	-
<u>Fire hydrants and valves</u>	X	-	-
<u>Flammable and combustible liquids</u>	-	-	X
<u>Floor finishing</u>	X	-	-

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

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Dated this 30th day of January, 1996

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

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CITY OF LA CENTER

By: James T. Irish, Mayor
City of La Center

ATTEST

By: Suzanne Levis, Finance Director/City Clerk

APPROVED AS TO FORM

By: City Attorney

Signed by Clark County on this _____ day of _____, 2015

BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY

By: _____ By: _____
Clerk to the Board

By: _____

By: _____

APPROVED AS TO FORM

By: , County Attorney

