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

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5 THIS AGREEMENT IS MADE AND ENTERED INTO THIS 27 day of
6 June, 2018, by and between CLARK COUNTY FIRE AND RESCUE, a
7 municipal corporation, hereinafter referred to as "District," and the CITY OF LA
8 CENTER, a municipal corporation, organized under the laws of the State of
9 Washington, hereinafter referred to as "City".

10 WITNESSETH:

11 WHEREAS, the District and City are desirous of establishing a mutual
12 agreement wherein the District provides certain services through its Community
13 Risk Reduction Division; and,

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

17 WHEREAS, the operation and application of said International Fire Code
18 is based on orderly and sound fire safety principles which are important to the
19 management of risk for citizens of the District, and the City, and

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

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

WHEREAS, promoting coordination between the City and the District at the conceptual project level, and during development review, makes efficient use of resources for both agencies,

NOW, THEREFORE, it is mutually agreed as follows:

1. Service to be rendered. District, through its Community Risk Reduction Division, shall provide to the City the administrative and support services necessary for the application of the City's Fire Code and ordinances relating to the fire protection and the storage, use, or handling of hazardous materials as set out below.

A. New Construction and Land use or Development: When requested, the District shall review plans submitted for new land development or building construction and conduct related onsite inspections to maximize compliance with approved plans and the International Fire Code, as adopted and amended by the City with regard to fire protection. The District will conduct construction inspections when building permits are required and the building plans have been reviewed by the District in cooperation with the City.

B. Existing Occupancy Inspection: The inspection of existing occupancies, facilities and structures shall be provided only as requested by the City, building owners, or business owners.

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

D. Fire Cause Determination: District will investigate to determine the origin and cause of fires occurring within the City when requested by the City or its designee fire chief, within the constraints of its resources.

49 E. Incendiary Fire Investigation: District will investigate or assist in the investigation
50 of incendiary fire when requested by the chief of police.

51 F. Operational Permits: District will issue operational permits as required by the
52 International Fire Code, Section 105.6, for those occupancies inspected by the District as
53 requested by the City.

54 G. Code Development and Maintenance: District will provide technical support to
55 facilitate the adoption of amendment of City codes and ordinances. The City agrees to notify the
56 District of any local amendments to the Fire Code.

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

59 I. Special Fire Code Reviews and Approvals: Specialized systems shall be
60 installed via permits reviewed by the District and issued through the City's permitting process.
61 Such systems include: automatic fire extinguishing systems, standpipes, fire alarms, flammable
62 and combustible liquid storage and delivery, spraying or dipping, LP gas, and hazardous
63 materials. The District shall charge fees to the City for these permits as set forth in Appendix A.

64 2. Compensation: For services provided in Items A through H above, the City will
65 compensate the District for services as prescribed in the fee schedule set forth in Appendix A.

66 3. Method of Payment: The City will pay promptly all charges for services that may be rendered
67 under the terms of this Agreement upon receipt of the invoice. The District shall invoice for all
68 services within the calendar year in which they were rendered.

69 4. Reports and Documentation. District shall provide City with copies of all reports, notices,
70 orders or other correspondence issued subsequent to work performed under the terms of this
71 Agreement. Except where an individualized case reporting is warranted due to the unique or

significant nature of the case, when the case involves a discretionary decision which may significantly impact or be in conflict with implementation of other portions of the City's municipal code, or at the written request of the City, the District will provide City with a report each quarter of each calendar year detailing activities performed under the terms of this Agreement.

5. Authority. In fulfilling the terms of this Agreement, the District Fire Marshal and the officers of the Community Risk Reduction Division are delegated the authority granted the fire chief, fire marshal or fire prevention bureau by the International Fire Code, the International Building Code, and other codes or ordinances adopted by the City.

6. Compliance Litigation. Any or all code enforcement required or lawsuits served upon or initiated by the City with respect to enforcing or ensuring compliance with the International Fire Code shall be the responsibility of the City through its appropriate officials, however, District staff will cooperate and appear as needed to testify.

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

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

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

95 C. Both the City and District retain their legal defenses under the Public Duty Doctrine.

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

99 8. Appeals. Appeals regarding interpretations of or the suitability of alternate methods
100 or materials to specific provisions of the International Fire or Building Codes shall be in
101 accordance with the La Center Municipal Code.

102 9. Terminations. Either the District or the City may terminate this Agreement upon sixty (60)
103 days' written notice. In the event the City shall desire to terminate this Agreement, said written
104 notice shall be delivered to the Clerk of the Board of District Commissioner, and, in the event the
105 District shall desire to terminate this Agreement, said written notice shall be delivered to the Clerk
106 of the City of La Center.

107 10. Renewal / Extension. This agreement shall be reviewed during the budget cycles of the
108 District and City. Unless terminated, this agreement shall renew automatically each year as long
109 as the District is the Fire and emergency response service provider for the City of La Center.

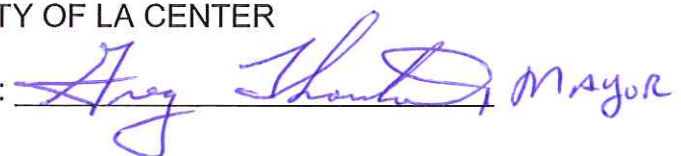
110 11. Recording with the Auditor. The District shall record this Agreement following execution by
111 the parties pursuant to RCW 39.34.040.

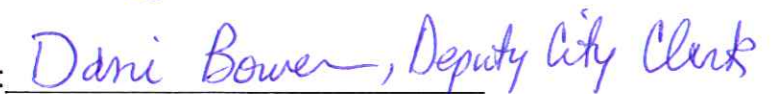
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115 DATED: 6/27/18, 2018

116 APPROVED AS TO FORM:

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CITY OF LA CENTER

By:  Mayor

By:  Deputy City Clerk

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BOARD OF DISTRICT COMMISSIONERS
FOR CLARK COUNTY FIRE AND RESCUE DISTRICT

By:  6/28/18
Clerk to the Board

By: 

APPROVED AS TO FORM:

By: _____

By _____

Permit / Process	Review	Inspection
<i>Development Review</i>		
Commercial Site Plans	195.00	195.00
Subdivision or Planned Residential Development	164.00	164.00
Pre-Application Conference	95.00	NA
Other Land Use Applications	132.00	132.00
<i>Building Construction / Change of Use or Occupancy</i>		
A, B, E, F, M, R Occupancies 0-1,000 sq.ft.	100.00	69.00
A, B, E, F, M, R Occupancies 1,001-5,000 sq.ft.	132.00	100.00
A, B, E, F, M, R Occupancies 5,001-10,000 sq.ft.	163.00	132.00
A, B, E, F, M, R Occupancies 10,001-20,000 sq.ft.	203.00	163.00
A, B, E, F, M, R Occupancies 20,001-40,000 sq.ft.	242.00	194.00
Each Additional 20,000 sq. ft. (or portion thereof)	40.00	32.00
Building or Structure for Special or Temporary Use	148.00	148.00
H1 Occupancy or H2 Occupancy	391.00	210.00
H3 Occupancy	433.00	210.00
H4 Occupancy	296.00	210.00
H5 Occupancy	538.00	236.00
I Occupancy	296.00	195.00
Portable Classroom	148.00	148.00
S Occupancy up to 10,000 sq. ft.	195.00	195.00
Each Additional 10,000 sq. ft. (or portion thereof)	100.00	100.00
<i>Fire Alarm</i>	<i>Review</i>	<i>Inspection</i>
Fire Alarm System - Minor Alteration	NA	100.00
Fire Alarm Zoned System - One Zone	148.00	148.00
Each Additional Zone	68.00	68.00
Fire Alarm Addressable System - 1 to 20 Devices	148.00	148.00
Each Additional Device	2.00	2.00

<i>Fire Suppression System</i>	<i>Review</i>	<i>Inspection</i>
Commercial Cooking Extinguishing System/Protection	126.00	126.00
Fire Pumps and Private or Dedicated Fire Hydrant Systems	186.00	186.00
Fire Hydrant - Witnessed Flow Test (1-4) Hydrants	NA	100.00
Fire Hydrant – Each Additional Hydrants	NA	40.00
Fire Sprinkler - Alteration to Existing System(s)	100.00	100.00
Fire Sprinkler - New System - NFPA 13 - Single Riser	236.00	236.00
NFPA 13 - Each Additional Riser	236.00	236.00
Fire Sprinkler - New System - NFPA 13D (Single Family)	100.00	100.00
Fire Sprinkler - New System - NFPA 13R (Per Building)	195.00	195.00
Other Extinguishing Systems	186.00	186.00
Standpipe System	100.00	100.00
Underground Fire Sprinkler Mains	126.00	126.00
<i>Hazardous Operations</i>	<i>Review</i>	<i>Inspection</i>
Aerosols	148.00	148.00
Application of Flammable Finishes	186.00	186.00
CO2 Monitoring Systems	NA	100.00
Combustible /Flammable Liquids Above Ground Tanks-Dispensing and Use of	164.00	132.00
Combustible /Flammable Liquids Underground Tanks-Dispensing and Use of	391.00	391.00
Commercial Drying Ovens	126.00	126.00
Compressed Gas System (greater than exempt amounts)	126.00	126.00
Dip Tanks, Listed Spray Booths	126.00	100.00
Unlisted Spray Booths	186.00	132.00
LPG - Dispensing and Use of	156.00	132.00
LPG - Tank Installation (greater than 125 gal.)	126.00	148.00
Organic Coating Systems	148.00	148.00
Other Hazardous Material Equipment and Systems	243.00	243.00
Refrigeration Systems	243.00	132.00
Semiconductor Fabrication HPM Tool Installation	243.00	243.00
Smoke Removal Systems	243.00	243.00

<i>Hazardous Materials</i>	<i>Review</i>	<i>Inspection</i>
Decommission Underground Storage Tank(s)	148.00	100.00
HMIS	186.00	NA
HMMP	186.00	NA
Storage, Dispensing and Use of Hazardous Materials	200.00	156.00
Cryogenic Systems, Process or Product	148.00	148.00
Each Additional Tank or Vessel	48.00	42.00
<i>Explosives</i>	<i>Review</i>	<i>Inspection</i>
Explosive Storage and Use/Blast Permit	391.00	195.00
Blast Permit- If Costs Exceed Standard Fees	Actual Cost	Actual Cost
Fireworks Display	108.00	100.00
Fireworks Stand	50.00	50.00
Magazines (Explosives)	195.00	195.00
Manufacture, Assembly, Testing of Ammunition, Fireworks, Blasting Agents, and Other Explosives or Explosive Material	132.00	100.00
Pyrotechnic Special Effects	100.00	100.00
Storage of Black or Smokeless Powder, Small Arms Ammunition, Precession Caps, and Primers for Consumer Consumption	100.00	100.00
Other Storage, Use, Handling, or Demolition of Explosives or Explosive Material	156.00	132.00
<i>High-Piled Combustible Storage</i>	<i>Review</i>	<i>Inspection</i>
Designated Storage Area 501 - 2,500 sq. ft.	126.00	100.00
Designated Storage Area 2,501 - 12,000 sq. ft.	156.00	132.00
Designated Storage Area 12,001 - 20,000 sq. ft.	186.00	164.00
Designated Storage Area 20,001 - 30,000 sq. ft.	236.00	195.00
Each Additional 30,000 sq. ft. (or portion thereof)	236.00	243.00

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Other Fire Permits	Review	Inspection
Candles and Open Flames in Places of Assembly	21.00	
Emergency Generators	100.00	100.00
Gates - Privacy/Security	50.00	50.00
Hot Work	100.00	100.00
Investigation Fee (work started without a permit)	Double Permit Fee	
Other Plan Reviews or Permits Required by the IFC and/or Municipal Code \$100 Per Hour Review + \$100 Per Hour Inspection	Calculated	Calculated
Re-inspection Fees	NA	100.00
Revision to Plan Previously Submitted - \$100.00 Per Hr.	Calculated	NA
Use of Consultant for Plan Review and Inspections	Actual Cost	Actual Cost
Tents / Temporary Membrane (greater than 400 SF)	NA	100.00

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