

CD 12-53

INTERLOCAL AGREEMENT TO PROVIDE SERVICES AS FIRE MARSHAL

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 11th day of

September 2012, by and between the COUNTY OF CLARK, a municipal corporation, hereinafter referred to as "County," and the CITY OF CAMAS, a municipal corporation, organized under the laws of the State of Washington, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, it is essential for both the County and City to have the ability to conduct immediate and thorough fire investigations at any time, regardless of the time of day; and,

WHEREAS, in the past the County has occasionally been requested by the City to assist with fire investigations and both are desirous of establishing a mutual agreement wherein the County continues to provide fire investigation services on an 'as needed' basis through its Fire Prevention Bureau ; and

WHEREAS, the County already has a program in place with personnel on standby for around the clock response and has the ability to respond at the request of the City, and;

WHEREAS, this is a proper subject for an agreement under RCW 39.34 providing for cooperation between government entities,

NOW, THEREFORE, it is mutually agreed as follows:

1. Service to be rendered. County, through its Fire Prevention Bureau, shall provide to the City fire investigation services as set out below.

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

28 B. Incendiary Fire Investigation: County will investigate or assist in the
29 investigation of incendiary fires when requested by the chief of police.

30 2. Compensation: City will compensate the County for services at an hourly rate of \$130,
31 calculated to the nearest quarter hour. Charges will begin at the time County staff enters their
32 vehicle for response to the incident and will stop at the time staff returns to their original starting
33 location (if after hours) or to their regular County work station.

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

37 4. Reports and Documentation. County shall provide City with copies of all reports, notices,
38 orders or other correspondence issued subsequent to work performed under the terms of this
39 Agreement.

40 5. Hold Harmless

41 A. Both the City and County retain their legal defenses under the Public Duty
42 Doctrine.

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

46 6. Terminations. Either the County or the City may terminate this Agreement upon sixty
47 (60) days' written notice. In the event the City shall desire to terminate this Agreement, said
48 written notice shall be delivered to the Clerk of the Board of County Commissioners, and, in the

49 event the County shall desire to terminate this Agreement, said written notice shall be delivered to
50 the Clerk of the City of Camas.

51 7. **Renewal / Extension.** This agreement shall be reviewed during the budget cycles of the
52 County and City. If the parties agree to renew the contract, then the parties will make a good faith
53 effort to have the legislative bodies adopt the renewed agreement along with the budget adoption.
54 Unless renewed, this agreement will expire 36 months following execution by the last party.

55 8. **Recording with the Auditor.** The County shall record this Agreement following execution by
56 the parties pursuant to RCW 39.34.040. Posting on the city's website may be used in lieu of
57 recording.

58

CITY OF CAMAS
By: [Signature]
Mayor

59 DATED: August 20, 2012

60 APPROVED AS TO FORM:

61 [Signature]

By: [Signature]
City Clerk

62

63

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY

64

65

66 By: _____

By: _____

67 Clerk to the Board

68 APPROVED AS TO FORM:

69 _____

By: _____

70

71

By: _____

49 event the County shall desire to terminate this Agreement, said written notice shall be delivered to
50 the Clerk of the City of Camas.

51 7. Renewal / Extension. This agreement shall be reviewed during the budget cycles of the
52 County and City. If the parties agree to renew the contract, then the parties will make a good faith
53 effort to have the legislative bodies adopt the renewed agreement along with the budget adoption.
54 Unless renewed, this agreement will expire 36 months following execution by the last party.

55 8. Recording with the Auditor. The County shall record this Agreement following execution by
56 the parties pursuant to RCW 39.34.040. Posting on the city's website may be used in lieu of
57 recording.

58 CITY OF CAMAS

59 DATED: _____, 2012 By: _____

60 APPROVED AS TO FORM:

61 _____ By: _____

63 BOARD OF COUNTY COMMISSIONERS

64 FOR CLARK COUNTY

65
66 By: 

67 Clerk to the Board

65
66 By: 



68 APPROVED AS TO FORM:

69 _____ By: _____

70
71 

72

73

74

75

By _____