



Town of Yacolt

Council Meeting Agenda

Monday, September 08, 2025
7:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Approve Minutes of Previous Meeting(s)

- [1.](#) Draft Minutes from 8-11-2025 Council Meeting
- [2.](#) DRAFT Minutes from 8-20-2025 Special Council Meeting/Budget Workshop
- [3.](#) DRAFT Minutes from 9-3-2025 Special Council Meeting/Budget Workshop

Citizen Communication

Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.

Unfinished Business

- [4.](#) DRAFT Interlocal Agreement with Clark County Fire Marshal
- [5.](#) DRAFT Interlocal Agreements with LaCenter for Building, Planning, Permitting, and Code Enforcement

New Business

- [6.](#) Heritage Family and Legacy Advisors Introduction: New Attorneys
- [7.](#) C-Tran Board Representative for 2026
- [8.](#) Schedule Next Budget Workshop(s)

Town Clerk's Report

Public Works Department Report

Attorney's Comments

Citizen Communication

Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.

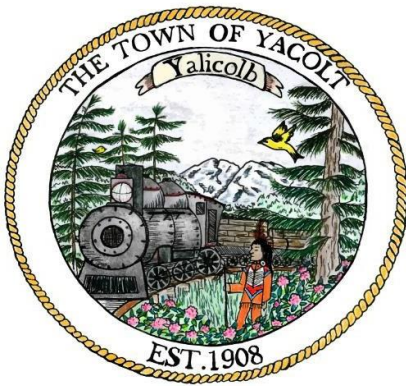
Council's Comments

Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session

Adjourn



Town of Yacolt

Town Council Meeting Minutes

Monday August 11, 2025
7:00 PM
Town Hall

Call to Order

7:00 PM

Flag Salute

Roll Call

Council Members Present: Jeff Carothers, Kandi Peto, Brandon Russell, Marina Viray

Also present: Mayor Ian Shealy, Attorney David Ridenour, Public Works Director Terry Gardner, and Clerk Stephanie Fields

A motion was made to excuse Councilmember Carroll's absence.

Motion: Carothers **2nd:** Peto

Aye: Carothers, Peto, Russell, Viray

Nay: 0

Absent: Carroll

Motion Carried

Late Changes to the Agenda

None

Approve Minutes of 6/9/2025 Meeting:

Motion was made to approve the minutes as written.

Motion: Carothers **2nd:** Russell

Aye: Carothers, Peto, Russell, Viray

Nay: 0

Absent: Carroll

Motion Carried

Approve Minutes of 7/14/2025 Meeting:

Motion was made to approve the minutes, with a change noting that the meeting was not adjourned to a new date; the Adjournment Notice stated that the next meeting would be the next regular Council Meeting on August 11th at 7pm.

Motion: Peto **2nd:** Viray

Aye: Carothers, Peto, Russell, Viray

Nay: 0

Absent: Carroll

Motion Carried

Citizen Communication

- John Nanney gave an overview of the Windhaven Ride to be held on August 16, 2025, and said they could use more volunteers.
- Tara Spink voiced some complaints regarding the property and apparent residents at 301 N Pine

Ave., citing junk vehicles, probable drug use, violence, possible child endangerment, and even a fire.

Unfinished Business

Code Enforcement Options to be Considered

Attorney Ridenour summarized the Code Enforcement Update memo sent by Attorney Mat Cleary, and the need to draft new Nuisance Code allowing recovery of costs for administrative and legal work, etc. He encouraged Council to work with Cleary toward a comprehensive and sustainable new Code, even if it takes some time to do it right. We need fines to be high enough to actually be a deterrent. After brief discussion, including about habitual offenders, Councilmember Carothers suggested tabling further discussion until Mat could come to a meeting and present his ideas for new Code, and the other Councilmembers agreed.

New Business

Clark County Commission on Aging Annual Report Presentation

Julie Donovan and Ken Lund gave an overview of the COA's work in 2024, where they emphasized emergency preparedness. Lund also offered to help the Town coordinate resources for getting some health care here in Town.

Regional Park Improvement Efforts

Ross Hoover gave a short presentation regarding the three closest County parks: Moulton, Lucia Falls, and Lewisville, stating that the parks are not keeping up with population growth. He invited our Council to appoint a representative and an alternate to serve on a Parks and Nature Task Force to come up with sustainable solutions. Councilmember Carothers volunteered to represent the Town on the Task Force, and Councilmember Peto said she'd like to serve as alternate. Council agreed with those appointments.

C-Tran Long-Term Plans Through 2045

Taylor Eidt from C-Tran presented C-Tran's long-range vision, including more trips to Yacolt (even on weekends), a transit hub in Battle Ground, etc.

Winston Family Request to Keep Chickens and Ducks

After a short discussion, a motion was made to allow the Winstons to be able to keep their 9 chickens and 2 ducks in their backyard.

Motion: Viray **2nd:** Peto

Aye: Carothers, Peto, Russell, Viray **Nay:** 0 **Absent:** Carroll

Motion Carried

Yacolt Market Liquor License Renewal

Motion was made to allow the Yacolt Market to renew their liquor license.

Motion: Carothers **2nd:** Peto

Aye: Carothers, Peto, Russell, Viray **Nay:** 0 **Absent:** Carroll

Motion Carried

Pay Request for W Hoag St. Improvements Project

After Mayor Shealy read the Engineer's memo, Attorney Ridenour suggested sending Glacier NW a Notice of Lien Waiver, and that we verify that Western United Civil Group has filed their Intent to Pay Prevailing Wages. A motion was made to retain WUCG's check until these 2 items are verified.

Motion: Russell **2nd:** Carothers

Aye: Carothers, Peto, Russell, Viray **Nay:** 0 **Absent:** Carroll

Motion Carried

Rotate Finance Committee

Councilmember Peto volunteered to serve on the Finance Committee through January.
Motion was made to appoint Peto.

Motion: Carothers **2nd:** Russell

Aye: Carothers, Peto, Russell, Viray **Nay:** 0 **Absent:** Carroll

Motion Carried

Rotate Mayor Pro Tempore

Councilmember Carothers was nominated to serve as Mayor Pro Tem.

Motion: Peto **2nd:** Viray

Aye: Carothers, Peto, Russell, Viray **Nay:** 0 **Absent:** Carroll

Motion Carried

Set Dates and Times for 2026 Budget Workshops

The following dates and times were agreed upon by the Council: Wed. Aug. 20th at 5:10 pm, and Wed. Sept. 3rd at 5:10 pm.

Town Clerk's Report

- National Night Out was a huge success; we spent well under what was budgeted and fed more people.
- Other Events coming up: Windhaven Ride Aug. 16, Yacolt Mutt Strut Aug. 23, Harvest Market/Oktoberfest/Pumpkin Decorating Contest Oct. 4.
- Began preliminary work on the 2026 Budget, and will be focusing on that over the next couple months, with a goal to hold the final Budget Hearing in November, and adopt the Budget at the Dec. 8th Council Meeting.
- Registered both Clerk and Admin. Assistant for AWC Member Expo Oct. 7-9 in Chelan, so will need Sean (and/or Terry?) to man the front desk those days.
- A lady dropped off a packet for the Mayor and Councilmembers to read through; informational only.

Public Works Department Report

- Lots of Events in the past month.
- Current project: painting crosswalks and speed bumps.
- Reported on RR Advisory Committee meeting.
- BYCX has published new schedule for 2025.

Attorney's Comments

- Has been battling 1 remodeling permit for the past couple of months; seeing light at end of the tunnel.
- LaCenter building permit portal is still up in the air, for various reasons; trying to make sure everything is in compliance.
- New potential litigation matters have popped up.
- Met with Mat Cleary and Patricia Barnes for building department training.
- Fire Marshal Interlocal Agreement nearing the top of the pile.

- Legal tidbit: A Workshop is considered a Special Meeting, requiring notice, and no action may be taken at a Workshop.

Citizen's Communication

None

Council's Comments

Carothers – Reported on EMS Board meeting in July. Responded to Denise Novak's email, and reached out to her several times, but she never replied.

Viray – Contacted WA Civil War Association, and they want to be in our 2026 Parade. Will attend Mosquito Control Board meeting tomorrow.

Mayor's Comments

Will be meeting with Peter Abbarno tomorrow morning.

Will be attending the C-Tran Board Composition meeting tomorrow evening.

Need to iron out details for Oktoberfest.

Working to form a Citizens Committee at the next Events meeting.

Approve to Pay Bills from 7-14-25 on Behalf of the Town

Motion: Peto **2nd:** Russell

Aye: Carothers, Peto, Homola, Viray

Nay: 0

Absent: Carroll

Motion Carried

Approve to Pay Bills from 8-11-25 on Behalf of the Town

Motion: Peto **2nd:** Carothers

Aye: Carothers, Peto, Homola, Viray

Nay: 0

Absent: Carroll

Motion Carried

Executive Session

An Executive Session to discuss potential litigation and real estate acquisition was held from 9:15 pm until 9:50 pm.

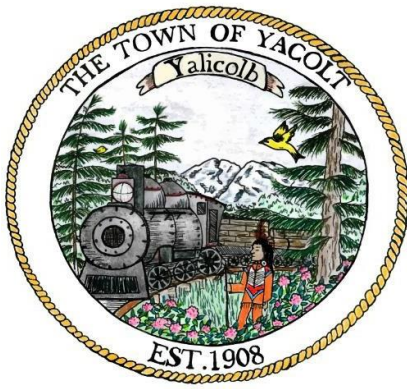
Adjourn

9:51 pm

Mayor Ian Shealy

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt
Special Council Meeting/Budget
Workshop Minutes
Wednesday August 20th, 2025,
5:15 PM
Town Hall

Call to Order

5:15 PM

Flag Salute

Roll Call

Council Members Present: Jeff Carothers, Kandi Peto, Craig Carroll, Brandon Russell, Marina Viray
Also present: Mayor Ian Shealy, Public Works Director Terry Gardner, and Clerk Stephanie Fields

New Business

Budget Workshop

The council discussed Public Works wage distribution, equipment, and events. Public Works Admin to obtain bids for a generator to be installed at Town Hall. Bids also needed to repair or replace siding on Town Hall. The council discussed painting the tennis court to accommodate pickleball being on the schedule for late summer. Also discussed was progress on installing exercise equipment at the Recreational Park. Council discussed what donated materials and labor costs for a stage at the Rec. Park would entail. Council discussed a Community Center and services that could be provided: food, clinic, youth learning services, facility rental, mental health/addiction services, youth sports, and elderly services. Council discussed potential Real estate acquisition(s) for 2026. The council discussed continuing to apply for grants to pay for the bigger projects mentioned above. Also discussed was Town Attorney rates. Mayor Shealy mentioned sales and property tax revenues.

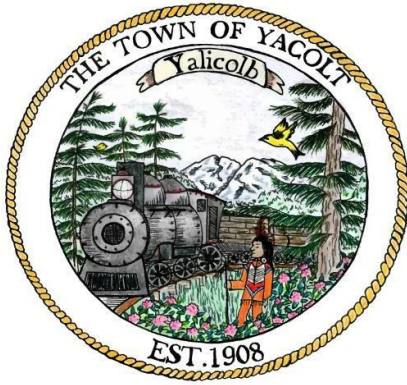
Next workshop is set for September 3rd, 2025, at 5:20 pm

Adjourn: 7:13 pm

Mayor Ian Shealy

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt
Special Council Meeting/Budget
Workshop Minutes
Wednesday September 3, 2025
5:20 PM
Town Hall

Call to Order

5:20 PM

Flag Salute

Roll Call

Council Members Present: Jeff Carothers, Kandi Peto, Craig Carroll, Marina Viray

Also present: Mayor Ian Shealy, Public Works Director Terry Gardner, Attorney David Ridenour, and Clerk Stephanie Fields

Absent: Council Member Brandon Russell. He was attending the C-Tran Board Composition review meeting on behalf of the Town.

Executive Session

At 5:25 pm, Mayor Shealy closed the regular meeting and opened a 30-minute executive session to discuss potential litigation. The Town Attorney and Clerk also attended the session. At 5:55 pm he closed the executive session and re-opened the regular meeting.

New Business

Budget Workshop

Mayor Shealy reviewed goals for 2026:

- Outdoor exercise equipment and a stage at the Rec Park
- Repairs to Town Hall exterior
- Installing a generator at Town Hall

The council discussed changing the wording in the salary schedule in the budget to read, "up to". And to add salary ranges. Public Works Director mentioned the need for new trucks and needing another riding lawnmower. Town Attorney David Ridenour discussed legal services going forward. Council discussed various events and town décor.

Adjourn: 8:45 pm

Mayor Ian Shealy

Clerk Stephanie Fields

Approved by Council vote on _____

Yacolt Town Special Council Meeting September 3, 2025

Page 1 of 1



Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: David W. Ridenour, Town Attorney **Group Name:** Staff
Address: 202 W. Cushman St. **Phone:** (360) 906-1556
P.O. Box 160
Yacolt, WA 98675
Email Address: david@davidridenourlaw.com **Alt. Phone:** Town Clerk (360) 686-3922

ITEM INFORMATION:

Item Title: Interlocal Agreement for Clark County Fire Marshal Services.

Proposed Meeting Date: September 8, 2025.

Action Requested of Council: Review the draft Interlocal Agreement for Fire Marshal services and a draft Resolution for adoption of same.

Proposed Motion: None.

Summary/ Background: Yacolt has received Fire Marshal services from the Clark County Fire Marshal pursuant to interlocal agreements that were signed in 1996 and 2008. Those agreements were written with specific fee structures and without flexibility to evolve or expand over time without formal amendment. In short, they quickly became obsolete and were effectively treated as terminated by the County.

The parties are working on a new Agreement that will improve upon older versions by 1). Providing for an expanded range of services; 2). Allowing changes to be made to services and compensation over time without formal amendment to the Agreement; and, 3). Better complying with the Interlocal Cooperation Act, RCW 39.34.

Staff's draft of the Agreement was delivered to the County Fire Marshal on August 19. The Agreement has also been shared with local Fire District #13 for comment. The parties hope to finalize the Agreement for approval by the Council at its regular meeting in October.

Staff will be prepared to discuss the Agreement with Council and invites the Council's comments and direction for negotiating with the Fire Marshal's Office.

Attachments:

DRAFT Resolution for Adoption of Interlocal Agreement.
DRAFT Interlocal Agreement for Fire Marshal Services, including Exhibit A – Scope of Services.

Staff Contact(s):

Stephanie Fields, Town Clerk.
David W. Ridenour, Town Attorney.
Ian C. Shealy, Mayor of Yacolt.

DRAFT - Resolution #636 - DRAFT

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON,
AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE
TOWN OF YACOLT AND THE CLARK COUNTY FIRE MARSHAL FOR THE PURPOSE OF
PROVIDING FIRE MARSHAL SERVICES TO THE TOWN OF YACOLT**

Whereas, the Town of Yacolt, (hereafter “Town” or “Yacolt”), is required by the Washington State Building Code Act (RCW 19.27) to enforce building codes and laws as specified in that Act, which Codes include without limitation the International Fire Code, published by the International Code Council, Inc., (including those standards of the National Fire Protection Association specifically referenced in the International Fire Code) (RCW 19.27.031(3), and the State Building Code Council’s amendments to the 2021 edition of the International Fire Code (WAC 51-54A), as these and other authorities may be adopted and amended from time to time;

Whereas, Clark County has authority to provide Fire Marshal Services pursuant to Washington State and local laws including RCW 36.43, (Building Codes and Fire Regulations); RCW 19.27, (Washington State Building Code); the 2021 Washington State Fire Code, (2021 IFC Amended), as adopted from time to time by RCW 19.27.031; and the Clark County Fire Code, CCC 15.12;

Whereas, the Clark County Fire Marshal regularly administers the Washington State Fire Code and conducts building inspections, plan review, fire investigations, fire protection system review, code enforcement activities; and related services that are within the knowledge and expertise of the Clark County Fire Marshal’s Office to municipalities in Clark County;

Whereas, Yacolt entered interlocal agreements with the Clark County Fire Marshal’s Office for Fire Marshal services in 1996 and 2008, but those agreements have expired or become obsolete;

Whereas, Yacolt desires to enter a new working relationship with the Clark County’s Fire Marshal to assist the Town in managing Yacolt’s responsibilities under Washington State Law;

Whereas, this Agreement is a proper subject for an interlocal agreement under RCW 39.34 providing for cooperation between government entities, and is specifically authorized by RCW 19.27.110;

Whereas, RCW 43.09.210 requires local government agencies to pay the true and full value of any service or property received from another local government agency;

Whereas, the Town and the Clark County Fire Marshal’s Office desire to enter into an Agreement, pursuant to and in accordance with the Interlocal Cooperation Act, RCW 39.34, to describe the terms by which the parties will provide and pay for Fire Marshal Services;

Whereas, the Town Council has determined that it is in the public interest to authorize the Mayor of Yacolt to execute the Interlocal Agreement between the Town and the Clark County Fire Marshal’s Office that is attached to this Resolution as Exhibit A, (hereafter, “Agreement”); and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 13th day of October, 2025, and all members of the Town Council have had notice of the time, place, and purpose of said regular meeting pursuant to RCW 42.30:

NOW THEREFORE, be it Resolved by the Town Council of the Town of Yacolt, Washington, as follows:

Section 1 – Adoption of Recitals: The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Agreement.

Section 2 - Approval of Interlocal Agreement: The “Interlocal Agreement for Fire Marshal Services Between Clark County and the Town of Yacolt” attached hereto as Exhibit A and incorporated herein by this reference, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is authorized and directed to execute the Interlocal Agreement in a form substantially similar to Exhibit A for and on behalf of the Town of Yacolt and to deliver an executed copy or original thereof to Clark County.

Section 3 - Filing of Agreement: The Town Clerk is directed to file an executed original of the Agreement with the Clark County Auditor or to publish and file the Agreement in any other manner that satisfies the filing requirements of RCW 39.34.040.

Section 4 - Severability: If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, the remaining portion of this Resolution shall remain in full force and effect.

Section 5 - Effective Date: This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law. The Town Clerk may publish the following summary of this Resolution:

Town of Yacolt - Summary of Resolution #636

The Town Council of the Town of Yacolt adopted Resolution #636 at its regularly scheduled Town Council meeting held on October 13, 2025. The content of the Resolution is summarized in its title as follows: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF YACOLT AND THE CLARK COUNTY FIRE MARSHAL FOR THE PURPOSE OF PROVIDING FIRE MARSHAL SERVICES TO THE TOWN OF YACOLT.

The effective date of the Resolution is October 13, 2025. A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 22nd day of October, 2025.
Yacolt Town Clerk

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 13th day of October, 2025.

TOWN OF YACOLT

Ian C. Shealy, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #636 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF YACOLT AND THE CLARK COUNTY FIRE MARSHAL FOR THE PURPOSE OF PROVIDING FIRE MARSHAL SERVICES TO THE TOWN OF YACOLT" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

Stephanie Fields, Town Clerk

Published: _____
Effective Date: October 13, 2025
Resolution Number: 636

**INTERLOCAL AGREEMENT FOR FIRE MARSHAL SERVICES
BETWEEN CLARK COUNTY AND THE TOWN OF YACOLT**

THIS AGREEMENT is made and entered into this ____ day of _____ 2025, by and between Clark County, Washington, acting through its Fire Marshal’s Office, (“*County*” or “*Fire Marshal*”), and the Town of Yacolt, a Washington municipal corporation, (“*Town*” or “*Yacolt*”). The Town and Clark County are collectively referred to as the “*Parties*”.

BACKGROUND

Whereas, the County has authority to provide Fire Marshal Services pursuant to Washington State and local laws including RCW 36.43, (Building Codes and Fire Regulations); RCW 19.27, (Washington State Building Code); the 2021 Washington State Fire Code, (2021 IFC Amended), as adopted from time to time by RCW 19.27.031; and the Clark County Fire Code, CCC 15.12;

Whereas, the Fire Marshal regularly administers the Washington State Fire Code and conducts building inspections, plan review, fire investigations, fire protection system review, code enforcement activities; and related services;

Whereas, Yacolt desires to enter a working relationship with the County’s Fire Marshal to assist the Town in managing Yacolt’s responsibilities under Washington State Law;

Whereas, this Agreement is a proper subject for an interlocal agreement under RCW 39.34 providing for cooperation between government entities, and is specifically authorized by RCW 19.27.110; and,

Whereas, the Clark County Council and the Yacolt Town Council have determined that it is in the public interest, health, safety and welfare to enter into this Agreement:

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the Parties hereby agree as follows

Section 1 – Adoption of Recitals: The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Agreement.

Section 2 – Purpose: The purpose of this Agreement is to set forth the County’s obligation to provide services to the Town through the County’s Fire Marshal’s Office and the compensation the Town will pay to the County for such services.

Section 3 – Scope of Services: The scope of services to be provided under this Agreement are collectively referred to herein as the “Fire Marshal Services” and are more fully described in Exhibit A attached hereto. The Fire Marshal will provide comprehensive services to the Town which may include plan review, inspections, fire investigations, enforcement actions and other services consistent with the following authorities:

- 3.1. The Washington State Building Code (RCW 19.27 and related WAC chapters);
- 3.2. The International Fire Code (IFC), as adopted and amended by Washington State, (WAC 51-54A);
- 3.3. The Clark County Code, (CCC Title 15 and Title 6);
- 3.4. The Town's relevant codes found in the Yacolt Municipal Code, (YMC), as amended; and,
- 3.5. Any and all other Federal, State, County and local authority that is reasonably related to the purposes of this Agreement as agreed by the Parties.

Section 4 – Responsibilities of the County: The County, by and through its employees, agents, and representatives, agrees to the following:

- 4.1. Services: The County will provide Fire Marshal Services as set forth in this Agreement and in Exhibit A attached hereto;
- 4.2. Invoices: The County will deliver invoices to the Town for Fire Marshal Services provided under this Agreement. The County's charges for Fire Marshal Services may consist of reasonable fees as generally established in CCC 6.120, (Fire Marshal Fees), as amended from time to time. For any services provided under this Agreement that are not described in CCC 6.120, the County shall charge reasonable and actual costs incurred by the Fire Marshal or such reasonable fees as may be agreed upon by the Parties at the time. In any event, fees charged for Fire Marshal Services shall not exceed an amount sufficient to pay the cost of inspections, administration, and enforcement pursuant to RCW 19.27.110, RCW 19.27.111, and RCW 82.02.020.

Invoices for Fire Marshal Services shall be delivered to the Town on a monthly basis for Fire Marshal Services performed during the previous calendar month.

[(Q.1). Sometimes the Fire Marshal's work on a given matter will not break neatly into calendar month cycles. Yacolt is happy to describe a billing cycle and system that makes sense to the Fire Marshal, and that may be something different depending on the type of service involved. We can also build some flexibility into the Agreement where we are uncertain what will work best for the Parties.]

What are the County's / Fire Marshal's billing preferences? Always monthly, no matter what? Or do they ever prefer quarterly billings or some other kind of flexibility?

Yacolt prefers a monthly billing cycle at least for work on Building and Land Use Permit Applications because Yacolt's fee structure for application processing is based entirely on the recovery of actual costs. With respect to some other kinds of services, Yacolt may be okay with a longer billing cycle if desired by the County.

If necessary, we can describe different billing cycles for different services. -DWR]

[(Q.2). Does the Fire Marshal prefer to bill some services directly to end users in Yacolt? For example, commercial building inspections? What list of services should or could be

treated this way? Is the Town required to maintain records of such inspections and services or have a desire to do so for any of the services on such a list? - DWR]

- 4.3. Compliance with Law: The County will comply with requirements of the legal authorities listed in Section 3 above, as currently described or as hereafter amended, when providing Fire Marshal Services to the Town;
- 4.4. Assistance to Town: The County will reasonably participate and assist the Town with decisions and actions involving matters within the scope of this Agreement as they may arise during the term of this Agreement; and,
- 4.5. Record Keeping: The County will maintain all accounts and records necessary to ensure proper accounting for all services provided and fees billed to the Town in compliance with this Agreement. However, no specific records shall be required for any service that is provided and billed pursuant to an approved rate schedule (including, but not limited to Table 6.120.040 in the Clark County Code, as amended). Records shall be subject to inspection, review, or audit by the Town upon request. All records shall be retained in accordance with the State of Washington records retention schedules.

[I saw the highlighted sentence in other Interlocal Agreements and initially liked the idea of having a lower threshold of compliance for fees that are already part of a County fee schedule. On reflection, I realized I don't really know what this means. No "specific" records have been insisted upon for any service... What is the intent behind this language? Should the Town be insisting upon specific records in specific cases? It seems preferable to state a general rule of expected compliance by both parties with rules and practices described in the codes and IFC. I'm open to hearing the County's take on this.]

If this sentence serves no purpose, we can talk about deleting it. I am offering the subject for discussion since the language appears in other ILA's, and perhaps exists in a version that the County is using with another local city. -DWR]

Section 5 – Responsibilities of the Town: The Town, by and through its employees, agents, and representatives, agrees to the following:

- 5.1. Compensation for Services: The Town shall pay to the County all fees charged for Fire Marshal Services as invoiced pursuant to Section 4.2 above within 30 days of receipt. The Town agrees to pay any applicable late payment penalties or interest that is charged per County practice or as allowed by law.

The Town reserves the right to pass on fees to business or property owners of the buildings for which Fire Marshal Services are provided under the terms of this Agreement, and the Town may charge an additional sum for administrative fees and other services in addition to the fee(s) charged by the County.
- 5.2. The Fire Marshal is Designated as the Town's Fire Code Official: The Town hereby appoints the County Fire Marshal as the Town's Fire Code Official for the term of this Agreement, subject to the terms, conditions and limitations described herein.
- 5.3. Delegation of Authority: The Town hereby delegates to the County the authority and power to provide fire investigative services on behalf of the Town as set forth in this Agreement. When performing fire investigative services within the Town, the Fire Marshal

shall coordinate with the Clark County Sheriff's Office as the law enforcement agent of the Town, or such other law enforcement agent as may be identified by the Town in the future. Neither the Fire Marshal nor any employee of the County shall have the authority to file code enforcement actions, including the filing of any civil infractions or criminal charges on behalf of the Town, but shall assist the Town with such actions when requested.

- 5.4. Access and Record Keeping: The Town will provide the Fire Marshal with access to buildings, records, and personnel necessary to perform services. The Town's records concerning Fire Marshal Services under this Agreement shall be subject to inspection, review, or audit by the County upon request. All records shall be retained in accordance with the State of Washington records retention schedules.

Section 6 – Effective Date of Agreement: This Agreement shall be effective upon execution by the Parties.

Section 7 – Duration of Agreement: This Agreement shall remain in effect until terminated pursuant to Section 8 of this Agreement.

Section 8 – Termination of Agreement:

- 8.1. Termination by Notice: Either party may terminate this Agreement for any reason, or no reason at all, by providing the other party with ninety (90) days' written notice of intent to terminate the Agreement.
- 8.2. Termination by Mutual Agreement. This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 8.3. Termination for Breach: The County may terminate this Agreement with fourteen (14) days advance written notice upon the failure of the Town to make payments as required by this Agreement. The Town may terminate this Agreement upon fourteen (14) days advance written notice in the event the County fails to provide services as required by this Agreement. Prior to termination for breach, the party claiming breach must provide written notice to the breaching party stating the basis of the breach and the party receiving notice shall have 14 calendar days in which to cure the breach before Notice of Termination can be provided.
- 8.4. Survival of Rights and Obligations: Unless barred by an applicable statute of limitation or repose, the provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement as having not been fully and necessarily performed as of the date of termination, shall survive termination, including without limitation ongoing services and assistance to the Town under Section 4 (Responsibilities of the County); Section 4.5 (Record Keeping); Section 5.1 (Compensation for Services); Section 11, (Indemnification); Section 12 (Dispute Resolution); Section 15.2 (Time of the Essence); Section 15.7 (Governing Law and Venue); and Section 15.8 (Attorney Fees and Costs);

Section 9 – The Parties Are Independent Government Agencies:

- 9.1. The Parties are Independent Government Agencies: The Parties recognize and agree that the Parties hereto are independent governments. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the independent governmental powers, authority, or discretion of the governing bodies of each party. Specifically, and

without limiting the foregoing, the County shall have the sole discretion and obligation to determine the exact method by which Fire Marshal Services are provided to the Town.

- 9.2. Performance Governed by County: All aspects of performance of the Services shall be governed solely by the County including, but not limited to, personnel, standards of performance, and discipline.
- 9.3. No Preferential Service to Town: In the event of a large-scale event or natural disaster affecting the Fire Marshal's Office, the Fire Marshal will assign resources based solely upon the operational judgment of the County without regard to political boundaries. Nothing in this Agreement shall be construed to require the County to provide preferential Fire Marshal Services to the Town.
- 9.4. County Employees: All persons rendering Fire Marshal Services under this Agreement shall be, for all purposes, employees of the County and not the Town.
- 9.5. Services Contact Person: All service requests, citizen complaints, and requests for general information relating to Fire Marshal Services shall be made or directed to the Fire Marshal or his/her designated agent(s).

Section 10 – Administration: The Parties designate the following as their representatives responsible for administering the terms of this Agreement:

- 10.1. For the Town: The Town's Mayor or the Mayor's designee(s).
- 10.2. For the County: The Fire Marshal or the Fire Marshal's designee(s).

Section 11 – Indemnification:

- 11.1. Agreements to Indemnify: Each party agrees to indemnify, defend, and hold harmless the other party, its employees, agents, and elected and appointed officials from any and all claims, demands or damages of whatever kind or nature related to this Agreement, which may be made against them to the extent arising out of the negligent acts or omissions of the indemnifying party, its employees, agents or elected or appointed officials.
- 11.2. Mutual Waiver of Immunity Under RCW 51: Each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees. For this purpose, the County and the Town hereby expressly waive, as to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

This Section does not purport to require that either party indemnify the other against liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the party that would otherwise be entitled to indemnity under this provision, or its elected officials, officers, employees, and agents.

This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

- 11.3. Attorneys' Fees and Costs: In the event either party incurs attorneys' fees, costs, or other legal expenses to enforce the provisions of this Section against the other party, all such

fees, costs, and expenses shall be recoverable by the prevailing party. The indemnifying party shall be responsible for the reasonable attorneys' fees and costs of the indemnified party, including all fees of attorneys and experts, and other costs and expenses incurred in good faith. In addition, the indemnified party shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

- 11.4. Public Duty Doctrine: Nothing in this Agreement shall be construed to waive or limit any immunities or defenses available to either party under the public duty doctrine, the Washington Tort Claims Act, or other applicable law.

Section 12 – Dispute Resolution: The Parties are committed to working cooperatively in resolving all matters related to this Agreement and achieving its intent and purpose. If a dispute should arise, then the Parties agree to meet on an informal basis and try to resolve the matter. If the Parties are unable to resolve their dispute on an informal basis, then the Parties shall be free to pursue any remedies to which they are entitled, including formal litigation of any kind.

Section 13 – Notices and Payments: Notices, payments and other communications between the Parties shall be in writing and shall be either hand-delivered, emailed, or mailed by first-class mail, postage prepaid, to the addresses set forth in this Section. All notices shall be deemed given on the day such notice is personally served or emailed, and three (3) days after the date such notice is mailed by first-class mail. The name and address to which notices shall be directed may be changed by a party by giving the other party notice of such change as provided in this Section.

- 13.1. If to the Fire Marshal:

Clark County Fire Marshal's Office
Attn: Donna Goddard

Phone: _____
Email: _____

- 13.2. Payments to the County:

Clark County _____
Attn: _____

Phone: _____
Email: _____

- 13.3. If to the Town:

Town of Yacolt
Attn: Town Clerk
P.O. Box 160
Yacolt, Washington 98675

Phone: 360-686-3922
E-mail: clerk@townofyacolt.com

Section 14 – Compliance with the Interlocal Cooperation Act: This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW. The Agreement includes the following elements:

- 14.1. Duration of Agreement: The duration of this Agreement is set forth in Section 7.
- 14.2. Joint Administration - No Separate Entity Created: No separate legal or administrative agency exists or will be established in connection with this Agreement. The Parties shall administer the performance of this Agreement through their administrators as identified in Section 10.
- 14.3. Purpose of Agreement: The purpose of this Agreement is to describe the rights and obligations of the Parties with to the provision of Fire Marshal Services by Clark County to the Town of Yacolt, as set forth in Sections 2 and 3.
- 14.4. Manner of Financing: The Agreement will not require financing of any kind, and no joint budget will be prepared to carry out the performance of this Agreement. Each party shall be responsible for budgeting any projected and actual financial impacts from the activities described in this Agreement in its own budgets.
- 14.5. Termination of Agreement: This Agreement may be terminated as set forth in Section 8.
- 14.6. Disposition of Property: No real property will be jointly acquired, held, used, or disposed of in connection with this Agreement. The disposition of personal property and money to be paid for serviced rendered pursuant to this Agreement is described generally in Section 5.2 and Exhibit A to the Agreement. Any real or personal property used or acquired by either Party in connection with the performance of this Agreement shall be disposed of by that Party as it shall determine in its discretion.
- 14.7. Document Execution, Filing and Effective Date: The Parties agree to execute two (2) originals of this Agreement by authorized signature(s) of the necessary official(s) of each party. An executed original of this Agreement shall either be recorded with the Clark County Auditor or posted on each party's web site as required by RCW 39.34.040. Upon execution by the Parties and compliance with RCW 39.34.040, each signed original Agreement shall constitute an enforceable Agreement that is binding upon the Parties. The Agreement shall therefore be effective upon recording with the Clark County Auditor.

Section 15 – Miscellaneous Provisions:

- 15.1. Further Cooperation: The Parties shall cooperate in good faith and execute such documents as reasonably necessary and take all additional actions which are reasonably necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 15.2. Time of the Essence: Both Parties recognize that time is of the essence in the performance of the provisions of this Agreement.
- 15.3. Entire Agreement: This Agreement contains the entire understanding between the Parties and supersedes any prior agreements relating to the subject matter.
- 15.4. Amendments: This Agreement may be amended only by an instrument in writing that is formally approved and executed by the Parties subsequent to the date hereof.

- 15.5. Assignment: No party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
- 15.6. Ratification: Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed by the Parties.
- 15.7. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in the Clark County Superior Court.
- 15.8. Attorneys' Fees and Costs: If suit or action is brought either directly or indirectly to enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorneys' fees incurred in such proceedings, as well as the prevailing party's costs and disbursements, whether in trial, appellate or bankruptcy courts.
- 15.9. Waiver: Waiver by any party of the right to strict performance of any provision of this Agreement or of any breach of this Agreement shall not constitute a waiver of any other provision or breach.
- 15.10. No Employment Relationship Created: The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the County and any employee, agent, representative or contractor of the Town, or between the Town and any employee, agent, representative or contractor of the County.
- 15.11. No Rights Conveyed to Other Parties: It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and conveys no right to any other party. There are no indirect or third-party beneficiaries to this Agreement. The Parties do not intend by this Agreement to assume contractual obligations to any party other than the Parties named in this Agreement.
- 15.12. Section Headings: Section and subsection headings contained in this Agreement are included solely for the convenience of the reader, and are not intended to be a part of this Agreement.
- 15.13. Severability: In the event any term or condition of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid or unenforceable term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
- 15.14. Drafting: Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

IN WITNESS WHEREOF, the Town of Yacolt and Clark County have executed this Agreement on the dates indicated below.

"Town"

The Town of Yacolt, a Washington municipal corporation:

Ian C. Shealy, Mayor

Date

Attest:

Stephanie Fields, Town Clerk

Date

Approved as to form only:

David W. Ridenour, Town Attorney

Date

“County” or “Fire Marshal”
Clark County, Washington

Kathleen Otto, County Manager

Date

_____, _____

Date

Approved as to form only:

_____, Deputy Prosecuting Attorney

Date

EXHIBIT A

To

Interlocal Agreement for Fire Marshal Services
Between Clark County and the Town of Yacolt

SCOPE OF FIRE MARSHAL SERVICES

This Exhibit A is attached to and incorporated into the Interlocal Agreement for Fire Marshal Services Between Clark County and the Town of Yacolt, (“*Agreement*”). This Exhibit described the scope of Fire Marshal Services covered by the Agreement.

1. **Included Services:** Services to be provided under the Agreement generally include the following:

1.1. **Existing Occupancy Inspections:** The Fire Marshal shall conduct inspections of existing occupancies, facilities, structures, and fire protection systems within the Town of Yacolt as necessary to ensure compliance with the International Fire Code, as adopted by State law and County ordinance. Such inspections may include, but are not limited to:

- 1.1.1. New construction and tenant improvements;
- 1.1.2. Periodic life-safety inspections of existing occupancies, particularly those involving assembly, education, institutional uses, hazardous materials, or other high-risk activities;
- 1.1.3. Inspections associated with the issuance of operational permits; and,
- 1.1.4. Inspections specifically requested by the Town, a business owner, or a building owner.

The frequency of inspections shall be determined by the Fire Marshal upon its assessment of risk, code requirements, and resource availability, unless otherwise directed by the Town. All inspection reports and notices of violation shall be shared with the Town.

1.2. **Fire Cause Determination:** The Fire Marshal shall investigate to determine the origin and cause of fires occurring within the Town when requested by the Town or its designee fire chief within the constraints of the Fire Marshal’s resources.

1.3. **Incendiary Fire Investigation:** The Fire Marshal shall investigate or assist in the investigation of incendiary fires when requested by appropriate law enforcement personnel or the Town’s designee fire chief, and in coordination with the County Prosecutor for possible violations of the law.

1.4. **Fire Origin and Cause Investigations:** The Fire Marshal shall, within the constraints of the Fire Marshal’s resources, respond to fire incidents within the Town as requested by the

Town or the Town's designee fire chief to determine the origin, cause, and circumstances of fires.

- 1.5. **Hazard Abatement:** The Fire Marshal shall provide inspection services and necessary technical support to abate identified fire hazards as requested by the Town or the Town's designee fire chief.
- 1.6. **Review of Land Use and Building Department Permit Applications:** The Fire Marshal shall review land use, building permit, and fire protection system applications when requested by the Town for compliance with applicable fire and life safety codes, including the International Fire Code.
 - 1.6.1. Special Fire Code Reviews and Approvals: The Fire Marshal shall review and approve specialized fire protection systems including, without limitation, fire pumps and private hydrant systems, automatic sprinkler systems (including revisions and adequacy checks), standpipe systems, commercial cooking protection and other extinguishing systems, smoke removal systems, zoned and addressable fire alarm systems, fire access gates and emergency access features, via the review of permit applications.
 - 1.6.2. Building Permit Application Review: The review of new construction and other building permit applications may include, for example, new building permit applications referred by the Town for compliance with fire and life safety codes, along with related construction inspections and acceptance testing of fire protection systems, in coordination with the Town's building department, to confirm compliance with approved plans. The Fire Marshal will provide written reports of review findings, corrections, and approvals to the Town and the applicant.
 - 1.6.3. Land Use Application Review: The review of land use and land development applications may include, for example, subdivisions, short plats, site plans, and conditional use permits, fire code compliance, including water supply, fire flow, hydrant placement, fire apparatus access roads, and street naming/numbering. The Fire Marshal will provide written reports to the Town's Planning Department regarding compliance with fire prevention, suppression, and emergency response standards. The Fire Marshal will consult with developers, architects, engineers, and Town staff to resolve compliance issues.
 - 1.6.4. Inspections: The Fire Marshal shall conduct onsite inspections to verify site conditions and ensure compliance with approved plans and applicable fire codes; provide inspection reports, letters of correction, or notices of violation as required; and conduct acceptance testing of fire alarm and suppression systems prior to occupancy approval.
 - 1.6.5. Communication and Response: The Town shall transmit all relevant plans, specifications, and permit applications to the Fire Marshal for review, and shall direct applicants to coordinate with the Fire Marshal as needed.

The Fire Marshal shall endeavor to respond to standard plan review requests within ten (10) calendar days and to emergency conditions as soon as possible after notification.

The Fire Marshal shall respond to inquiries from citizens, developers, and Town officials regarding fire and life safety code requirements for development projects.

- 1.7. **Inspections:** The Fire Marshal shall conduct new construction, tenant improvement, and annual fire / life safety inspections as set forth in this Exhibit A, along with appropriate inspections of hazardous materials facilities, places of assembly, and other occupancies as required by law, together with re-inspections as needed.
- 1.8. **Installation Permits:** The Fire Marshal shall issue permits for fire protection systems, hazardous materials, and other regulated installations as it deems appropriate in compliance with applicable fire and life safety codes, including the International Fire Code.
- 1.9. **Operational Permits:** The Fire Marshal shall review and issue operational permits for regulated activities (hazardous materials, tents, open flames, special events, etc.) when requested by the Town or the Town's fire chief designee, or as required by applicable fire and life safety codes, including the International Fire Code.
- 1.10. **Code Enforcement:** The Fire Marshal shall issue notices of violation, citations, stop-work orders, abatement action, or other enforcement actions in coordinating with the Town or other appropriate law enforcement agencies for prosecution of Code violations where necessary. The Fire Marshal may report any Code violations to the Town and may cooperate with the Town in the investigation of Code violations.
- 1.11. **Posting of Unsafe Buildings:** The Fire Marshal shall post notices of violation on buildings that the Fire Marshal determines to be unsafe in compliance with applicable fire and life safety codes, including the International Fire Code.
- 1.12. **Public Outreach:** The Fire Marshal shall provide fire prevention training and education programs to the public, schools, or other community groups upon request and as resources allow.
- 1.13. **Implementation of New Fire Code Regulations:** Subject to resource constraints, the Fire Marshal shall collaborate with the Town as appropriate on the implementation of new Fire Code regulations. The Fire Marshal will provide technical support to facilitate the adoption of relevant amendments to the Town's Codes and ordinances. The Town agrees to notify the Fire Marshal of any work undertaken to adopt local amendments to the Fire Code.'
- 1.14. **Compliance Litigation:** Code enforcement actions including lawsuits served upon or initiated by the Town related to enforcing or ensuring compliance with the International Fire Code and other regulations addressed in this Agreement shall be the responsibility of the Town. However, the Fire Marshal will cooperate and appear as needed (through staff where appropriate) to assist with case preparation and testimony.
- 1.15. **Business Licenses:** The Fire Marshal shall inspect buildings and facilities related to new business license applications upon request of the Town.
- 1.16. **Other Services:** The Fire Marshal shall provide such other services with the scope of services that may be provided pursuant to the legal authorities referenced in the Agreement, as may be agreed from time to time by the Parties.

2. **Excluded Services:** Services to be excluded from the scope of the Agreement include the following:

- 2.1. **Fireworks:** Permit review and inspections relating to the sale and discharge of fireworks in the Town.

[DWR Note: The ICC Codes and Building Code refer to the designated “Fire Code Official”. See ILA Section 5.2 – Yacolt make’s the Fire Marshal its Fire Code Official. But the Fireworks laws (such as for permitting retail sales) require collaboration among the Town, the State Police and the “Local Fire Official”, RCW 70.77.177, defined as “the chief of a local fire department or a chief fire protection officer or such other person as may be designated by the governing body of a city or county to act as a local fire official under this chapter.” That’s why I’m assuming that this subject is generally excluded, even though, whenever necessary, we want the agreement to have the flexibility to allow the Fire Marshal to do whatever is necessary, even for subjects like fireworks.]

- 2.2. **Public Fire Hydrants:** The Town’s public Fire Hydrant system facilities are owned and maintained by Clark Public Utilities, (CPU). CPU retains the obligation for maintenance, repair and flow testing of all Town fire hydrants. The Fire Marshal and the Town agree, however, to cooperate with respect to any obligations of the Fire Marshal for the Town’s public fire hydrant system.

[DWR Note: This is mentioned specifically to prompt a discussion. There are interlocal agreements and groups that meet on this subject, some apparently without the direct involvement or control of the Fire Marshal. However, the IFC also has some control over hydrant issues, and the Fire Marshal is the enforcer of the IFC. Thoughts? Again, Town is fine with a flexible arrangement that allows the parties to do what needs to be done, now and in the future, even for work that is expressly and precisely anticipated in this agreement, with an understanding that a fair and reasonable exchange of compensation for services should take place.]

- 2.3. **Fire District #13:** The Town lies within Fire District #13 and receives various services from the District. Certain obligations of the Town regarding fire prevention and life safety regulation are satisfied by the Fire District. The Fire Marshal and the Town agree, however, to cooperate with respect to any obligations of the Fire Marshal for the Fire District’s activities to ensure fire response, fire suppression, levels of service, and emergency medical response concerns.

- 2.4. _____: The Fire Marshal’s authority under the Agreement is limited by and does not displace the Town as the final authority on the interpretation and implementation of the Town’s Code, Resolutions and internal procedures with respect to the subject matter of the Agreement, including the review of Land Use and Building Permit Applications or the decision to enforce the Town’s Codes in individual circumstances.

3. **Changes to the Scope of Fire Marshal Services:** Changes to the Scope of Fire Marshal Services are anticipated by the Parties over time, and shall be allowed in many cases without formal amendment to the Agreement. Examples of situations where minor changes to the scope of services permitted under this Agreement may change informally include, without limitation, the following circumstances:

- 3.1. **Changes in Legal Authorities:** By amendment of legal authorities that describe the Fire Marshal's authority and services. Changes, amendments, or recodifications of Yacolt, County, State or International Codes and regulations referenced in the Agreement and in this Exhibit A are effective and enforceable under the Agreement so long as such changes, amendments or recodifications are consistent with the overall purpose and spirit of the Agreement. By way of example, the adoption of new rules in a future version of the International Fire Code that is adopted as part of the State of Washington Building Code (RCW 19.27) shall form the basis of a permissible change to the Scope of Fire Marshal Services under the Agreement; *[This needs more thought and discussion... -DWR]*
 - 3.2. **Agreement of the Parties' Administrators:** By agreement of the Administrators of the Agreement as they may see fit from time to time during the term of the Agreement. Such agreements shall be reflected in a writing that is shared with both Parties at the time; and,
 - 3.3. **Changes to Clark County Code:** By unilateral change by the County to its scope of Fire Marshal services as described in the Clark County Code 15.12, and to its approved rate schedule for standard fees under Table 6.120.040 of the Clark County Code.
4. **Precedence of Decisions:** In terms of the order of precedence of 'informal' changes to the scope of Fire Marshal Services, the agreement of the parties through their Administrators takes precedence over any unilateral change proposed by a single party. The decision of either Party's Council takes precedence over a decision of the Agreement's Administrators. The amendment of relevant and preemptive State and International Codes takes precedence over an agreement of the Parties.



Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Clerk Fields

Group Name: Staff

Address: PO Box 160/202 W Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Interlocal Agreements with the City of La Center for Cloud Permit and Building Dept. Services

Proposed Meeting Date: September 8, 2025

Action Requested of Council: After having reviewed the Draft Interlocal Agreements (ILAs) sent to us by the City of LaCenter, bring up questions and concerns you may have, and make suggestions for what you'd like to see included in the Agreements, if you wish to pursue them at all.

Proposed Motion: TBD; potentially one motion regarding the ILA for Online Building and Planning Services + Code Enforcement, and another motion regarding the ILA for Building and Planning Services. (Or, no motion at all for now.)

Summary/Background: The City of LaCenter has offered to "share" a grant they were awarded for Online Building and Planning Services, plus Code Enforcement. They have also offered the Town of Yacolt the ability to use LaCenter's Building Department Staff for Plan Reviews, Building Inspections, etc. The Town's staff has been working and made strides already to improve and streamline its own Building, Permitting, and Enforcement procedures, so part of the question for Council to consider is whether the timing is even appropriate for the Town to make a move mid-stream, before the new procedures are updated. Another question to consider is the convenience of a local Building Inspector vs. the one we now contract with, who comes down twice a week from Olympia for inspections. There are certainly many issues to be discussed. A copy of each of LaCenter's proposed ILA drafts is attached.

Staff Contact(s): Clerk Stephanie Fields
clerk@townofyacolt.com

Mayor Ian Shealy
mayor@townofyacolt.com
(360) 686-3922

**Interlocal Agreement between the City of La Center
And the Town of Yacolt Relating to Online Building and Planning Services**

The Interlocal Agreement, hereinafter “Agreement” is entered into between the City of La Center, a municipal corporation (“City”) and the Town of Yacolt, a municipal corporation (“Town”).

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is, by law, authorized to perform; and

WHEREAS, The City operates a planning and building department that regularly enforces and administers the building and development code requirements, reviews building and land use permit applications, and conducts building inspections and code enforcement; and

WHEREAS, in December 2024, the City received a Paper to Digital Grant from the Washington Department of Commerce (“Grant”) for the purposes converting paper building, land use permitting review, inspections, and enforcement systems to digital online permitting and review systems to improve local permit review processes for applicants, customers, planners, builders, and designers; and

WHEREAS, the amount received by the City under the Grant was sufficient to support additional grant related services, and

WHEREAS, in December 2024, the City approached the Town to inquire if the parties could enjoy efficiencies from coordinating the paper to digital conversion for the City and Town together under the Grant and the software development agreements; and

WHEREAS, in January 2025, the City contracted with CloudPermit for the paper to digital conversion project to develop permitting system software capable of processing digital permit applications, virtual inspections, electronic review and video storage capacity; and to assist in the City’s transition to the digital system; and

WHEREAS, the City subsequently obtained the approval of the Department of Commerce for the coordination of the City and Town and the utilization of the Grant funds for this purpose; and has included an additional service component that could accommodate this work into the CloudPermit Contract; and

WHEREAS, the City and Town wish to enter into an interlocal agreement to set out the obligations and responsibilities of the City and Town related to the development of the online portal and the conversion of paper to digital online permitting software for the City and Town through the City’s Grant and CloudPermit contract.

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between City and Town as follows:

1. Purpose. It is the purpose of this Agreement to establish the framework, roles, and responsibilities to have City provide for the development of permitting software for digital online permitting and review systems to serve the Town under the City’s contract with CloudPermit (“CloudPermit Software”) .
2. Terms of Agreement. This Agreement shall become effective on the last date executed by both parties upon ratification by both legislative bodies of the City of La Center and the Town of Yacolt and shall continue for a

period of five (5) years from the effective date unless terminated by either party as provided in this Agreement.

3. Digital Permitting Software Development.

- a. The City agrees to utilize a portion of its scope of services under the CloudPermit Agreement for the development CloudPermit Software to serve the Town as more particularly described in Exhibit "A" Scope of Cloud Permit Services. These services shall not include any scanning or conversion of existing or historical permit files into the CloudPermit Database.
- b. In the event, the Town proceeds with the development of the CloudPermit Software to completion, the City agrees to utilize a portion of its scope of services under the CloudPermit Agreement for payment of the subscription services for the license to use the CloudPermit Software to serve the Town for a period not to exceed five (5) years from January 15, 2025. After the conclusion of the 5-year Grant funded subscription period, the Town shall be responsible for contracting directly with CloudPermit for any extension of subscription services.
- c. Any additional services that the Town wishes to include in their CloudPermit Software beyond those deliverables set forth in Exhibit A or to extend the subscription beyond the 5-year Grant funded period shall be at the Town's sole expense.
- d. The City agrees to include the Town staff in any scheduled trainings with CloudPermit.
- e. The Town agrees to comply with all terms and conditions of the CloudPermit Software Services Agreement as may be required by CloudPermit and with the City's Implementation Plan.

4. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by City shall remain the property of City, and the property owned by Town shall remain the property of Town.

5. Termination.

- a. Termination by Notice. This Agreement may be terminated by either party upon it providing the other party with sixty (60) days' written notice of such termination.
- b. Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.
- c. Termination for Breach. Either party may terminate this Agreement with fourteen (14) days advance written notice upon the failure of the other party to comply with the terms of this Agreement.

6. Indemnification and Hold Harmless.

- a. City agreed to defend, indemnify, and hold harmless Town and each of its employees, officials, agents, and volunteers, from all losses, claims, liabilities, lawsuits, or legal judgements arising out of any negligent or tortious actions or inactions by City or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this agreement. The City shall not be responsible for any negligent or tortious actions of CloudPermit.
- b. Town agrees to defend, indemnify, and hold harmless City and each of its employees, officials, agents, and volunteers from all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Town or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. The Town shall not be responsible for any negligent or tortious actions of CloudPermit.
- c. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, rules, regulations, policies, interpretations, or directives. If any clause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or

validity of any such Town ordinance, rule, regulation, policy, interpretation or directive is at issue, the Town shall defend the same at its sole expense and if judgement is entered or damages are awarded against the Town, the City, or both, the Town shall satisfy the same, including all chargeable costs and attorneys' fees.

- d. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
- e. The rights, duties and obligations set forth in this section Paragraph (indemnification and hold harmless) survive termination or expiration of this agreement.

7. Miscellaneous.

- a. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one of more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
- b. Resolution of disputes and governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Clark County Superior Court, Clark County, Washington, unless the parties agree in writing to an alternative dispute resolution process. Except as otherwise stated herein, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.
- c. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- d. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each entity.
- e. Compliance with Laws. Each party agrees to comply with all local, federal, and state laws, rules and regulations that are now effective or in the future become applicable to this Agreement.
- f. Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations, or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering or forming a part of or altering in any manner this Agreement. All the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.
- g. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- h. Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

- i. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addresses at the address stated in this Agreement or such other address as may be hereafter specified in writing.

In Witness, the parties below execute this Agreement, which shall become effective on the last date entered below.

_____	_____
Dated	Dated
City of La Center	Town of Yacolt
_____	_____
Mayor	Mayor
Attest:	Attest:
_____	_____
City Clerk	Town Clerk
Approved as to form:	Approved as to form:
_____	_____
City Attorney	Town Attorney

EXHIBIT A

Cloudpermit, 70 page contract follows.

**Interlocal Agreement between the City of La Center
And the Town of Yacolt Relating to Building and Planning Services**

The Interlocal Agreement, hereinafter “Agreement” is entered into between the City of La Center, a municipal corporation (“City”) and the Town of Yacolt, a municipal corporation (“Town”).

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is, by law, authorized to perform; and

WHEREAS, The City operates a planning and building department that regularly enforces and administers the building and development code requirements, reviews building and land use permit applications, and conducts building inspections and code enforcement; and

WHEREAS Town desires to utilize the resources of the City to assist the Town in performing Yacolt building and development code administration through plan reviews and building inspections; and

WHEREAS, Town has agreed to compensate City for performing these administrative services; and

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between City and Town as follows:

1. Purpose. It is the purpose of this Agreement to provide staffing and resources to perform building and land use code administration through plan reviews and inspection services on behalf of the Town.
2. Terms of Agreement. This Agreement shall become effective on the last date executed by both parties upon ratification by both legislative bodies of the City of La Center and the Town of Yacolt and shall continue for a period of five (5) years from the effective date unless terminated by either party upon providing the other party with sixty (60) days advance notice of such termination.
3. Scope of Services for Town Building and Development Code Review and Inspection.
 - a. Upon request by the Town, and in a timely manner, the City will provide its Department of Building and Planning staff to review residential and commercial building plans for compliance with the current Washington and Town building and land use development codes. All such services provided by City staff will be performed as agents of the City, for the limited purpose of enforcing State and Town laws, ordinances, and regulations relating to application of said building and development codes. Direction, oversight, interpretation, direction, and application of said building and development codes, and performance of procedures therewith, shall be at the direction of the Town Staff.
 - b. The City staff shall perform the duties of the Town Building Official to enforce and administer the provisions of Town City building and development codes in accordance with Washington state adopted building and development codes.
 - c. All such services provided by the City Staff or designee, will be performed as an agent of the Town, for the limited purpose of applying State and Town laws, ordinances, and regulations in the performance of services regarding said building and development codes and standards.
 - d. When City services are requested, the City staff or designee shall rely on the interpretations of the Town of State laws, ordinances, and regulations relating to application of said building and development codes and standards, as provided to the City by the Town or designee, and by the Town Attorney.

- e. The Town shall submit timely requests for any plan review services to the City staff. Plans shall be reviewed and returned to the applicant within 6 weeks or less depending on the city work load
 - f. The Town retains responsibility for all hearings, appeals, and administrative enforcement activities arising from building inspection services, regardless of which party performed the services.
 - g. Upon request by the Town, City staff shall perform building inspections, including building, plumbing, and mechanical inspections. The governing codes used for inspection shall be those adopted by the Town within Title 15 and 18 of the Yacolt Municipal Code, as amended. Inspections will be performed according to an inspection schedule set by the City in consultation with the Town. Procedures shall be established and agreed upon by both parties for 1) notification of City designated staff of inspections waiting to be scheduled, 2) the regular conduct and completion of building inspections, and 3) the notification of Town staff of inspection status and disposition
 - h. Independent Contractor. The Parties understand and agree that City is acting hereunder as an independent contractor and shall maintain control of all City employees, including by not limited to hiring, firing, discipline, evaluation, and establishment of standards of performance thereof. All City personnel rendering service hereunder shall be employees of the City, although they may from time-to-time act as agents and officers of the Town, as set forth herein.
 - i. Payment to City. In consideration of this Agreement and the services provided, the Town shall pay the City an hourly rate for all services provided by City as listed in Exhibit A. Payments for services rendered shall be made by Town within thirty (30) days of receipt of the billing statement from City.
 - j. Billing statement. City shall submit a monthly statement to Town that shall contain dates of service and hours of work.
 - k. Billing statement dispute. If there is a dispute regarding the amount of money owed by Town to the City, staff shall make every effort to resolve such a dispute. In the event that there is no resolution to the dispute, the Mayors for the jurisdiction agree to attempt to resolve the dispute before engaging in the dispute resolution measures set forth in Section (7B).
4. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by City shall remain the property of City, and the property owned by Town shall remain the property of Town.
5. Termination.
- a. Termination by Notice. This Agreement may be terminated by either party upon it providing the other party with sixty (60) days advance written notice of such termination.
 - b. Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.
 - c. Termination for Breach. Either Party may terminate this Agreement with fourteen (14) days advance written notice upon the failure of other Party comply with the provisions set forth in this Agreement.
6. Indemnification and Hold Harmless.
- a. City agreed to defend, indemnify, and hold harmless Town and each of its employees, officials, agents, and volunteers, from all losses, claims, liabilities, lawsuits, or legal judgements arising out of any negligent or tortious actions or inactions by City or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this agreement.
 - b. Town agrees to defend, indemnify, and hold harmless City and each of its employees, officials, agents, and volunteers from all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of

any negligent or tortious actions or inactions by Town or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement.

- c. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, rules, regulations, policies, interpretations, or directives. If any clause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Town ordinance, rule, regulation, policy, interpretation or directive is at issue, the Town shall defend the same at its sole expense and if judgement is entered or damages are awarded against the Town, the City, or both, the Town shall satisfy the same, including all chargeable costs and attorneys' fees.
- d. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
- e. The rights, duties and obligations set forth in this section Paragraph (indemnification and hold harmless) survive termination or expiration of this agreement.

7. Miscellaneous.

- a. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one of more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
- b. Resolution of disputes and governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Clark County Superior Court, Clark County, Washington, unless the parties agree in writing to an alternative dispute resolution process. Except as otherwise stated herein, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.
- c. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- d. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each entity.
- e. Compliance with Laws. Each party agrees to comply with all local, federal, and state laws, rules and regulations that are now effective or in the future become applicable to this Agreement.
- f. Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations, or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering or forming a part of or altering in any manner this Agreement. All the exhibits are hereby made part of this Agreement. Should any of

the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

- g. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- h. Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.
- i. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addresses at the address stated in this Agreement or such other address as may be hereafter specified in writing.

In Witness, the parties below execute this Agreement, which shall become effective on the last date entered below.

_____	_____
Dated	Dated
City of La Center	Town of Yacolt
_____	_____
Mayor	Mayor
Attest:	Attest:
_____	_____
City Clerk	Town Clerk
Approved as to form:	Approved as to form:
_____	_____
City Attorney	Town Attorney

Exhibit A

15.05.050 Building and development application fees.

The fees for building and development permits are as set forth in Table A below. The valuation to be utilized is as set forth in the most current edition of the International Code Council Building Valuation Data. Permit fees are collected prior to or at the time of the issuance of the permit. A permit shall not be valid until the fees prescribed have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. The city may use the services of an outside professional consultant for plan review services; all invoices associated with the services of an outside professional consultant, including an administrative services charge, shall be paid prior to or at the time of permit issuance. All other fees, including but not limited to impact fees and system development charges, must also be paid prior to or at the time of permit issuance. In the event of any conflict between this section and LCMC [15.05.030](#), this section shall prevail.

Table A – La Center Building Fee Table

Item	Fee
Building Plan Review:	65% of Building Fee
Minimum Plan Review Fee	\$25.00
Outside Structural Plan Review: Exception Only (Example: Hospitals)	* City Cost
Fee for Each City Plan Review in Excess of 3	\$500.00
Changes or Additions to Plans That Required Additional Review – Fee per Hour	\$75.00
Reactivation of 180-Day Plan Approval Fee	\$250.00
Foundation Permit/Early Start At-Risk Agreement:	25% of Building Fee; Balance Due at Permit Issuance
Inspection Fees:	
Base Inspection Cost per Hour	\$75.00
Inspections Outside of Normal Business Hours	4-Hour Minimum

Table A – La Center Building Fee Table

Item	Fee
Reinspection Fees (If Separate Inspection Fee Is Applicable)	1-Hour Minimum
Adult Family Home	2-Hour Minimum
Special Occupancies	2-Hour Minimum
Special Inspections Requested by the Applicant	2-Hour Minimum
Other Inspections (If Separate Inspection Fee Is Applicable)	1-Hour Minimum
Mechanical Plan Review Fees:	50% of Mechanical Fee



Town of Yacolt Agenda Request

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Clerk Fields

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Introductions: New Heritage Attorneys

Proposed Meeting Date: September 8, 2025

Action Requested of Council: After having reviewed resumes and cover letters from Gabriella Kim and Matthew Jewell, ask questions of them and other Heritage Law Firm staff. Decide if you would like to bring on one of the two as Yacolt's new Town Attorney.

Proposed Motion: TBD

Summary/ Background: The Town's Attorney, David Ridenour, has expressed a need to cut back on the time he spends working on behalf of the Town. To do so, the Town needed to find another Attorney to fill the gap and eventually, to take over for Ridenour. On April 14th, 2025, the Town entered into an Agreement with Heritage Family and Legacy Advisors for provision of legal services, who designated Mat Cleary to work on behalf of the Town. Mat recently left Heritage's firm, so Heritage is bringing out two potential replacements for Mat, to introduce to the Council and staff at this meeting. Attached are their resumes.

Staff Contact(s): Clerk Fields

clerk@townofyacolt.com

(360) 686-3922



HERITAGE FAMILY LAW

11101 NE 14th Street • Vancouver, WA 98684

Phone: 360-450-2372 • Fax: 360-362-8018

mattj@heritagefamilylaw.com

September 4, 2025

Town of Yacolt
202 W. Cushman Street
Yacolt, WA, 98675

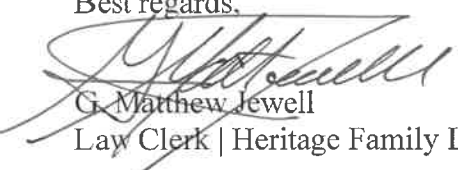
Re: Town Representation

Dear Council Members,

My name is Matt Jewell, and I am a Law Clerk for Heritage Family Law. I graduated from Gonzaga University School of Law in May 2025, and I am awaiting results after recently taking the Bar Exam. Before attending law school and earning a Juris Doctor, I attended and earned my bachelor's degree in finance from Northern Kentucky University and thereafter earned a master's in business administration ("M.B.A.") from Marshall University. I am originally from West Virginia, which I believe gives me a unique insight on and understanding of municipal operations and politics. To expand my knowledge and understanding of municipal governance, I have sought and obtained the mentorship of a well-experienced municipal attorney who practices in Idaho and is licensed in Washington, Mr. Field Herrington.

As I understand the circumstances, Mr. David Ridenour has plans to retire from his position as the Town Attorney after a long and established career. Mr. Ridenour's efforts throughout his career should be highly respected, and if given the opportunity to work in a similar capacity, I will strive to work as ardently and rigorously for the Town of Yacolt as Mr. Ridenour. With this in mind, I would like to share with the Town of Yacolt that I have no intention of leaving this beautiful state nor my current employer. As such, I will give my time, effort, and capabilities to the Town of Yacolt for the foreseeable future.

Best regards,



G. Matthew Jewell
Law Clerk | Heritage Family Law

Encl.: Resume; Writing Sample.

G. Matthew Jewell
1718 E. Lincoln Road, Spokane, WA 99217
gjewell@lawschool.gonzaga.edu | (304) 993-4499

EDUCATION

Gonzaga University School of Law
Juris Doctor, Expected May 2025

Spokane, WA

Marshall University
Master of Business Administration, May 2022
3.41 GPA

Huntington, WV

Northern Kentucky University
Finance, May 2020
3.05 GPA

Highland Heights, KY

- NCAA Div. 1 Men's Baseball Team Member, 2018-2020
 - 40 hour per week team responsibilities while full-time student.
 - Leadership Council, NKU Baseball Team.
 - Instructed young athletes while volunteering at baseball clinics and camps.

EXPERIENCE

Sports Law Clinic – Gonzaga University School of Law
Member, January 2025 – Present

Spokane, WA

- Help establish the sports law clinic at GULS as one of the first clinic members.
- Research, draft, and review memorandums about shifts in the law as to collegiate and professional sports.
- Develop marketing strategies to grow the sports law clinic.

The Sandy Williams Justice Center / Carl Maxey Center
Navigator / Intake Specialist, October 2023 – Present

Spokane, WA

- Empower unrepresented litigants to represent themselves in their legal matters.
- Plan, conduct, and assist in establishing clinic procedures and logistics.
- Help unrepresented litigants with seeking an attorney willing to appear or assist in the matter.

Law Office of Dennis “D.C.” Cronin, P.S.
Rule 9 Intern, May 2024 – September 2024

Spokane, WA

- Interacted with clients to collect information to be prepared and used as exhibits for mediation and trial.
- Prepared motion and trial binders for hearings and trials.
- Discussed trial strategies and help supervising attorney draft pleadings, motions, and declarations.
- Attended trial to help with the presentation.

Chicago Cubs – Major League Baseball
Scout internship, June 2019 – August 2019

Cape Cod, MA

- Produced slow-motion videos of scouted players for use by front office during MLB draft.
- Developed statistical profiles of Cape Cod Collegiate Baseball League players.
- Evaluated players and provided daily reports to supervising scouts.

Erica Lord Law Group, P.L.L.C.

Charleston, WV

Legal Assistant, January 2022 – July 2022

- Scheduled in-person or phone consults of prospective and current clients.
- Collected relevant client information for intakes and reviewed their case files.
- Filed and served necessary documents for client cases.
- Assisted paraprofessionals in drafting pleadings and organizing client files for attorneys.

ADDITIONAL EXPERIENCE

WSBA Moderate Means Program, Volunteer, 2023

Spokane, WA

Wabash Valley College Baseball, Team Member, 2017 – 2018

Mt. Carmel, IL

Wright State University Baseball, Team Member, 2016 – 2017

Dayton, OH



HERITAGE FAMILY LAW

11101 NE 14th Street • Vancouver, WA 98684

Phone: 360-450-2372 • Fax: 360-362-8018

gabriella@heritagefamilylaw.com

September 4, 2025

Town of Yacolt
202 W. Cushman Street
Yacolt, WA, 98675

Re: Town Representation

Dear Council Members,

My name is Gabriella Kim, and I am a Law Clerk for Heritage Family Law. I graduated from Gonzaga University School of Law in May 2024. Under the supervision of junior and senior attorneys, I assist in a diverse caseload that includes custody disputes, complex property divisions and divorce proceedings. My ability to handle cases with sensitivity and professionalism while being the supportive channel for those in challenging times is an asset to the growth of the firm and will be an asset in the representation of the Town of Yacolt.

My time in the immigration clinic at my law school brought me to the realization that commitment to advocacy and service can have a lasting impact on both individuals and their community. During my last year of law school, I was a legal intern in the Civil Division of Pierce County Prosecuting Attorney's Office. In this position, I assisted attorneys with legal research on narrow topics and issues that the county faced. I aided my attorneys in the process of discovery, deposition and motion drafting. Not only did I develop detail-oriented legal research skills, but I also learned what it is to work directly for the people in the county.

As a new attorney I am interested in all aspects of the law and I am specifically interested in municipal law because of its direct impact in the lives of the community we serve. Through my work as the County intern and clinic student, I learned to be more detail-oriented and attentive to accuracy and efficiency. Although this field is fairly new to me, I am certain that my adaptability and excellent communication skills will form a trustworthy and resourceful pillar for the Town of Yacolt. My resume is attached for your review.

Sincerely,

Gabriella Kim
Law Clerk | Heritage Family Law

CREDENTIALS

Bar Status: Passed UBE State Bar Exam, admission pending in District of Columbia and Washington State

EDUCATION

Gonzaga University, School of Law, Spokane, WA **Aug 2022- May 2024**
J.D. Candidate, May 2024

Activities: Immigration Clinic – Client Advocacy, Law Clerk
Asian Pacific Islander Law Caucus, Treasurer
Women’s Law Caucus, 2L Class Representative
Volunteer: Latinos en Spokane

Stetson University, School of Law, St. Petersburg, FL **Aug 2021- May 2022**
Activities: Asian American Law Student Association, Pro Bono Chair

Pennsylvania State University, State College, PA **Aug 2016- May 2019**
B.A. in Political Science, Minor in Women’s Studies
Activities: Sigma Omicron Pi *Treasurer, Banquet Chair, Academic Chair*
Asian Pacific Islander Desi American Caucus, *Member Representative*
Multicultural Greek Council, *Member Representative*
International Affairs Association, *President*
Residence Hall Association, *Treasurer*

EXPERIENCE

Pierce County Prosecuting Attorney’s Office, Civil Division Tacoma, WA **May 2023- April 2024**
Legal Intern

- Assisted attorneys with case management, including depositions and review of discovery.
- Conducted legal research and draft subpoena and motions for impounds and negligence claim hearings.

Gonzaga Law Immigration Clinic, Spokane, WA **Jan 2023- May 2024**
Law Clerk

- Conducted client intakes to discuss immigration matters, determine what forms of reliefs are available, and assess case options.
- Drafted and filed immigration documents with United States Citizenship and Immigration Services including applications and Request for Evidence for family-based petitions, naturalization, work authorization, adjustment of status, Violence Against Women Act.
- Drafted supportive addendums and declarations for immigration court interviews and applications.

Willis Towers Watson, Philadelphia, PA **May 2022 - July 2022**
1L Summer Associate/Legal Scholar on Legal Diversity Intern

- Assisted the in-house counsel with a wide range of corporate legal matters, including contracts, licensing, employment law, insurance regulation, trademarks, real estate, securities, litigation.
- Conducted legal research and draft Memos regarding Travel Insurance Regulations.
- Attended the Legal Scholar Summit to connect and network with legal practitioners and colleagues.

S Cubed Productions, LLC, Richmond, VA **May 2022 – Nov 2022**
Public Relations Intern

- Organized book-signing events, interviews and public speech events for clients.
- Provided sharp pitch angles for client’s upcoming book releases.

ADDITIONAL INFORMATION

Languages: Fluent in Korean, English.

To whom it may concern:

On the following page, an excerpt is provided for the requested writing sample for this job interview. This excerpt is from a midterm paper for Criminal Procedure. The topic of the paper is indigency statutes and how courts define, interpret, and apply such statutes before, during, and after sentencing in Washington.

I. Washington State courts define, interpret and apply indigence statutes as a reconsideration and/or defense to imposition of LFOs and seek to alleviate harsh punitive effects thereof.

Under RCW 10.01.160(3), a person is “indigent” if, at any point in the court proceeding, they:

- (a) receive certain types of public assistance;
- (b) are homeless or mentally ill under RCW 71.24.025;
- (c) have an after-tax income at or below 125 percent of federal poverty guidelines and recurring basic living costs according to RCW 10.101.010(d); or
- (d) have other “compelling circumstances” that show an inability to pay.

Under RCW 10.01.160(3)(b), courts will refer to RCW 71.24.025, which defines “mentally ill” in at least four different contexts. RCW 71.24.025(42). This condition can be met by being “acutely mentally ill,” “chronically mentally ill,” “seriously disturbed person,” and/or “severely emotionally disturbed child.” RCW 71.24.025(3), (13), (51) & (52). Courts will consider the defendant’s mental capacity in determining whether to impose interest on restitution or to impose discretionary LFOs. RCW 10.82.090.

Under RCW 10.01.160(3)(c), courts will refer to the federal poverty guidelines after determining the defendant’s income and household size, while considering their “basic living costs.” RCW 10.101.010(d). *See* Annual Update of the Dept. of Human & Health Services Poverty Guidelines, *Federal Register*, 89 F.R. 2961-2963 (January 17, 2024): <https://www.federalregister.gov/documents/2024/01/17/2024-00796/annual-update-of-the-hhs-poverty-guidelines>. “Basic living costs” is the “average monthly amount” the defendant spends for “reasonable payments toward living costs,” such as “shelter, food, utilities, health care, transportation, clothing, loan payments, support payments, and court-imposed obligations.” RCW 10.101.010(d).

However, as to the first condition, receiving public assistance from “needs-based, means-tested [] programs...” is an indication of indigence and must be considered in determining the defendant’s ability to pay. RCW 10.01.160(3)(a). *See City of Richland v. Wakeland*, 186 Wn.2d 596, 606-608 (2016). These programs include temporary assistance for needy families (TANF); aged, blind, or disabled assistance benefits; medical care services under RCW 74.09.035; pregnant women assistance benefits; poverty-related veterans’ benefits; tangible or digital food stamps; refugee resettlement benefits; and Medicaid or supplemental security income. RCW 10.101.010(3)(a)–(c).

At the federal and state level, courts cannot order defendants to pay LFOs if their sole source of income is social security disability. See *Wakefield*, at 607-609. As *Wakefield* points out, the antiattachment provisions of the Social Security Act do not permit a state to recoup payments from such benefits, citing *Philpott v. Essex County Welfare Board*, 409 U.S. 413, 417 (1973), where the U.S. Supreme Court found that these benefits “retain their quality as protected [] even after being deposited, and [are] protected from ‘the use of any legal process,’ including claims from state governments.” *Id.*, at 608, citing *Wash. State Dep’t of Soc. Health Servs. v. Guardianship Estate of Keffeler*, 537 U.S. 371, 385 (2003) (provides clarification as to meaning of “other legal process”).

Finally, the fourth condition is a catch-all that allows courts to take notice of “other compelling circumstances” indicating an inability to pay. RCW 10.01.160(3). Like the phrases “unable to pay the anticipated cost of counsel” and “indigent and able to contribute” under 10.101.010(3)(d) and (4)—which govern indigent legal defense services—“other compelling circumstances” serves similar purposes as the “individualized” or “meaningful” inquiry standard established in *State v. Blazina*, 182 Wash.2d 827 (2015) (seminal case regarding indigence and effects of LFOs on indigent defendants). In short, the phrase “other compelling circumstances” allots the trial court broad discretion when making a finding of indigence.

A. Washington courts must make a meaningful inquiry into the defendant’s current, past, and future ability to fulfill LFOs before imposed.

A determination of indigence must be made at the defendant’s initial appearance or as soon as feasible. RCW 10.101.020. If there’s no finding of indigence, the LFOs imposed by the court must be immediately payable. RCW 10.01.170(1). However, if the defendant is indigent at the time of sentencing, courts cannot impose LFOs on a defendant, except for restitution. RCW 10.01.160. See also *State v. Blazina*, 182 Wash.2d 827 (2015).

In *Blazina*, the Washington Supreme Court held that, before the sentencing court imposes LFOs, RCW 10.01.160(3) requires an “individualized inquiry” into the defendant’s current and future ability to pay. *Blazina* at 839. This inquiry requires consideration of factors including time spent incarcerated; other debts such as restitution; the defendant’s income, employment history; and whether they qualify as indigent under G.R. 34. *Id.* See also *City of Richland v. Wakefield*, 186 Wn.2d 596, 606-607 (2016) (reiterating *Blazina*’s instruction to use G.R. 34 standard as guidance in determining indigence). The Court emphasized the importance of this inquiry by

addressing the issue despite not being raised at sentencing, and by pointing to the consequences indigent persons face when such obligations are imposed. *Id.*, at 831-835. The Court pointed to the widespread awareness and studies of the inequities imposed upon indigent persons by LFOs. *Id.*, at 835-836, *citing to*, Katherine A. Beckett, Alexes M. Harris & Heather Evans, Wash. State Minority & Justice Comm'n, "The Assessment and Consequences of Legal Financial Obligations in Washington State," (2008) http://www.courts.wa.gov/committee/pdf/2008LFO_report.pdf. Of notable concern to the Court was that an inability to pay LFOs allows the court to retain jurisdiction over the defendant until the payment obligations are satisfied. *Id.*, at 836, *citing* RCW 9.94A.760(4). The Court found that the government's "long-term involvement in defendants' lives inhibits reentry," because the defendant's lack of payment will show an active record on a background check and gravely impact the defendant's employment, housing, and financial opportunities. *Id.*, at 837, *citing* Am. Civil Liberties Union, *In For A Penny: The Rise Of America's New Debtors' Prisons* (2010) (ACLU), https://www.aclu.org/files/assets/InForAPenny_web.pdf.

Moreover, *Blazina*'s explanation of the impact on indigent defendants by LFOs is emphasized in *Wakefield*, 186 Wn.2d. 596, 607. Specifically, the *Wakefield* court reiterates that "... a person [on average] who pays \$25 per month toward their LFOs will owe the State more 10 years after conviction than they did when the LFOs were initially assessed." *Wakefield*, at 607 (quoting *Blazina*, at 836, and Beckett, et.al., 22 (2008)). The Court cautioned trial courts against "imposing such low payment amounts in the long term for impoverished people....," reasoning that, "[f]or individuals like *Wakefield*, who show no prospects of change in their ability to pay, it is unjustly punitive to impose payments that will only cause their LFO amount to increase." *Id.*, at 607. Given *Blazina*'s rationale and the "unjustly punitive" imposition of LFOs on indigent defendants, the Court concluded that these payments "should be generally ordered only for short-term situations," and that remission of LFOs under RCW 10.01.160(4) is more appropriate if the defendant does not have the present or future ability to pay the debts. *Id.*

B. Defendants may petition for modification, waiver, or remission of payment of costs or unpaid portions of their LFOs.

A defendant who has not willfully failed to pay the obligation can petition the sentencing court for remission or reduction of costs or any unpaid portions of LFOs. RCW 10.01.160(4); RCW 10.01.185. See *Wakefield*, at 607. To file a petition for remission of LFOs, the defendant must have been (1) ordered to pay LFOs and (2) must not be "in contumacious default." *State v. Shirts*,

195 Wn. App. 849, 859 (Div. II, 2016). “Contumacious” is defined as “perverse in resisting authority” and “stubbornly disobedient.” *Id.*, at n. 8, citing Webster’s Third New International Dictionary 497 (1969)).

But, to prevail, the defendant will need to show that the obligations impose a “manifest hardship” on the defendant or their family. RCW 10.01.170. Courts presume that “manifest hardship” exists when the defendant is indigent. RCW 10.01.185; RCW 10.01.160(3). If the defendant shows they are indigent, the Court can remit all or any part of the unpaid amounts in fines; modify the payment method pursuant to RCW 10.01.170; or convert the unpaid amounts to community restitution hours, “at the rate of no less than the state minimum wage established,” provided the jurisdiction has a community restitution program. RCW 10.01.185.

Although “manifest hardship” is undefined in *Wakefield*, the Court clearly disagreed with the district court’s finding that Wakefield’s “life choices” caused her to be indigent. *Wakefield*, at 610-611. The Court recognized that Wakefield did not choose to be indigent, nor did she choose to suffer from mental illness; instead, the Court found that her mental illness led her to poverty. *Id.* Moreover, in *State v. Sorrell*, 2 Wn. App. 2d 156, 181-182 (Div. III, 2018) (citing *Wakefield*, at 606-607), the Court said the “present inability to provide for one’s own basic needs [...] would meet [the manifest hardship] standard...,” but “[p]ossessing some ability to pay does not necessarily preclude payment from creating a ‘manifest hardship.’” In sum, the lack of definition to “manifest hardship” by the legislature and judiciary creates reliance on GR 34, which is “... designed to simplify the process for determining whether a person is indigent for purposes of court and clerk’s fees and charges in civil cases.” *Id.*, at 181.

C. Debt collection agencies can contract with the Superior Court Clerk in off-loading defendants’ LFO accounts.

When restitution is ordered, enforcement can be performed in the same manner as a civil judgment. RCW 9.94A.753(9). So, to collect unpaid LFOs, Superior Court Clerks may contract with private debt collection agencies. RCW 36.18.190; RCW 19.16.100(4)(a)-(e) & (5)(a)-(f). The Clerk can award a contract to the agency only if the court retains jurisdiction over the debt, and the contract is awarded through a competitive bidding process. RCW 36.18.190. The State can also add collection fees as part of the LFOs. RCW 9.94A.780(7); RCW 36.18.016(29). In *State v. Gaines*, 16 Wn. App. 2d 52, 59 (Div. II, 2021), the Court held that superior courts retain the authority under RCW 36.18.190 to remove LFO accounts from private debt collection agencies.

Moreover, in *State v. Ortega*, 21 Wn. App. 2d 488, 499-500 (Div. II, 2022), the court presumed striking of costs associated with debt collection was proper because of the trial court's intent to waive all discretionary costs. This presumption is especially sound when referring to RCW 36.18.190 – which authorizes the Superior Court Clerk to contract with private debt collection agencies for collection of unpaid debt – as it implicates the defendant's constitutional rights because the government seeks and exercises collection efforts with legislative approval. *State v. Lundy*, 176 Wn. App. 96, 102-103 (Div. II, 2013) (citing *Curry*, 118 Wn.2d 911, 918 (1992) regarding constitutional protections for mandatory LFOs).



Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPT. REQUESTING COUNCIL ACTION:

Name: Stephanie Fields, Town Clerk
David W. Ridenour, Town Attorney

Group Name: Staff

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Phone: Town Clerk (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone: David Ridenour (360) 906-1556

ITEM INFORMATION:

Item Title: Yacolt's C-Tran Representative.

Proposed Meeting Date: September 8, 2025.

Action Requested of Council: Nominate a member of the Council to represent Yacolt under its Interlocal Agreement for representation on the C-Tran Board of Directors.

Proposed Motion: "I nominate _____ to serve as Yacolt's 2026 C-Tran representative under the Town's Interlocal Agreement with Ridgefield and LaCenter."

Summary/ Background: The C-Tran Board of Directors consists of nine Board members, one of whom is selected each year from the elected leaders of Yacolt, Ridgefield and LaCenter to represent those three cities.

The cities entered an Interlocal Agreement in 2015 to determine the rules and rotation for how they would fill their single C-Tran Board seat each year. This Interlocal Agreement was extended in 2023 through the end of 2028. The current rotation schedule for the primary (P) and alternate (A) holder of the Board seat is:

2025:	P – Yacolt	A – Ridgefield
2026:	P – Ridgefield	A – La Center
2027:	P – La Center	A – Ridgefield
2028:	P – Ridgefield	A – Yacolt

(Note: This may be affected by decisions made by the C-Tran Board Composition Review Committee.)

For 2025, Yacolt appointed Council member Brandon Russell as the Town's representative under the Agreement. Though Yacolt's representative had the right to serve as the group's primary Board seat holder, the three cities agreed that LaCenter's Sean Boyle would serve as Primary Representative, and Ridgefield's Rian Davis would serve as the Alternate.

In 2026, Yacolt's representative will not be able to serve as the primary or alternate holder of the Board seat unless the other cities agree to the change. As a result, Yacolt representative for 2026 is not expected to serve as the primary C-Tran Board representative. The role in 2026 is expected to consist of coordination with the primary holder of the Board seat for information to report to the Town as needed.

C-Tran usually requires this decision by sometime in December. There is time before the end of the year to make this selection, so the Council may table the matter to a future meeting if it desires.

Attachments:

None.

Staff Contact(s):

Mayor Ian Shealy, Mayor.
Stephanie Fields, Town Clerk.
David W. Ridenour, Town Attorney.



Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

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Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Schedule the Next Budget Workshop(s)

Proposed Meeting Date: September 8, 2025

Action Requested of Council: Decide on date(s) and time(s) for the next Budget Workshop

Proposed Motion: "I move that the Town Council holds its next Budget Workshop(s) on:
_____."

Summary/Background: The Council has held two Budget Workshops so far, and has made significant progress toward the 2026 Budget, but at least one more Workshop needs to be held before Budget Hearings take place (in October and/or November).

Staff Contact(s): Clerk Stephanie Fields
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