

RESOLUTION NO. 22-0615

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN ILA WITH EAST PIERCE FIRE AND RESCUE FOR THE PROVISION OF FIRE MARSHAL CAUSE-AND-ORIGIN INVESTIGATION.

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the Parties have the authority to contract for the provision of fire cause-and-origin investigation services pursuant to chapter 39.34 RCW and RCW 52.12.031 (4); and

WHEREAS, the District has the authority to perform the Services pursuant to chapter 43.44.050 and the International Fire Code; and

WHEREAS, the City desires to contract with the District for the provision of Services within the City; and

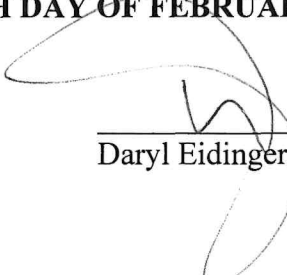
WHEREAS, the District desires to provide such Services for the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the mayor to execute the ILA between the City and East Pierce Fire and Rescue, attached hereto and incorporated herein as Exhibit A.


Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 8TH DAY OF FEBRUARY 2022



Daryl Eidinger, Mayor

ATTEST:



Rachel Pitzel, CMC
City Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF EDGEWOOD
AND EAST PIERCE FIRE AND RESCUE
INVESTIGATIONS OF CAUSE OR ORIGIN**

THIS AGREEMENT is made and entered into by and between the City of Edgewood, Washington, a Washington municipal corporation (hereinafter the “City”), and East Pierce Fire and Rescue, a Washington municipal corporation (hereinafter the “District”), who shall hereinafter be collectively referred to as the “Parties,” for purposes of setting forth the terms and conditions for the provision of fire cause-and-origin investigation services

WITNESSETH:

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW;

WHEREAS, the Parties have the authority to contract for the provision of fire cause-and-origin investigation services (“Services”), pursuant to chapter 39.34 RCW and RCW 52.12.031(4);

WHEREAS, the District has the authority to perform the Services pursuant to this contract, RCW 43.44.050 and the International Fire Code;

WHEREAS, the Parties acknowledge that neither state law nor local code confer code enforcement authority upon the District for violations discovered during the District’s Services (see RCW 52.12.031(7));

WHEREAS, the City desires to contract with the District for the provision of Services within the City;

WHEREAS, the District desires to provide such Services for the consideration described herein; and

WHEREAS, the partnership between the Parties for Services creates benefits for the community and the Parties.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to describe the terms and conditions under which the Parties will cooperate in the provision of the Services referenced herein within the City.

Section 2. Services to be provided by District. In consideration for the payments specified herein, the District agrees upon request by the City to render the following Services:

ETQ/ILAs
Fire Cause-and-Origin Investigation

Complete investigation of the origin, cause, circumstances, and extent of loss of any and all fires occurring within the City, including acting as witness in any related administrative hearings and litigation, and preparing final reports as necessary and appropriate.

If the District determines during investigation that a fire may have been the result of arson, then the District shall promptly refer the matter to the applicable law enforcement agency. Arson investigations do not fall within the scope of Services enumerated herein.

Section 3. Reporting and Public Records Requests. All investigation data, including name of investigator(s), identification of all properties investigated will be reported in the District's database. The District will provide investigation program information to the City upon request. If the City receives a public records request pursuant to Ch. 42.56 RCW for City records in the possession of the District, the District shall cooperate with the City's response and promptly provide responsive records to the City for production.

Section 4. Financial Consideration(s). For the Services provided through this Agreement and specified in Section 2, the City shall remit \$9,125.00 in one lump sum by June 30 of the contract year.

Section 5. Term.

- A. This Agreement shall commence upon execution of the last-dated signature below.
- B. **Expiration.** This Agreement shall auto-renew each year on January 1st.
- C. **Termination.** The Parties may terminate this Agreement at any time and for any reason, by providing the other party three (3) months' prior written notice.

Section 6. Relationship of Parties. In contracting for the services described in this Agreement, the Parties are deemed for all purposes to be acting within their governmental capacities. No agent, employee, representative, officer or official of the District shall be or shall be deemed to be the employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Amendment. This covenant is mutually agreed to and applicable to the City in the same manner as applied the District. No property shall be exchanged between the Parties pursuant to this Agreement.

Section 7. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, shall not, by reason of race, religion, color, sex, marital status, sexual orientation, national origin or the presence of any sensory, mental or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. This covenant is mutually agreed to and applicable to the City in the same manner as applied to the District.

ETQ/ILAs

Fire Cause-and-Origin Investigation

Section 8. Indemnification.

The District shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

Neither party shall be deemed to be the agent of the other during the performance of this Agreement, and each party hereto shall remain solely liable for its own negligence, errors and omissions.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the District's employees made directly against the District. The City's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the City's employees made directly against the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 9. Insurance.

- A. The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision the Services, including the work of the District's employees, agents, officials and officers.
- B. Before beginning work under this Agreement, the District shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):
 - 1. Property Damages insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.
 - 2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

3. Errors and Omissions insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

C. The District is responsible for the payment of any deductible or self-insured retention that is required by any of their respective insurance policies.

Each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the state of Washington with protection equal to or greater than that specified herein.

Section 10. Recitals. The Parties understand that the Recitals set forth in this Agreement are for convenience only.

Section 11. Disputes, Venue, and Attorney's Fees. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. In any action brought to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred by the prevailing party.

Section 12. Nonwaiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements; and the same shall be and remain in full force and effect.

Section 13. Entire Agreement. This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence, and communication between the parties with respect to the subject matter contained herein. No amendment, alteration, change or modification to this Agreement will be effective unless it is in writing and properly signed by the parties hereto. The signatories hereto covenant that they have been delegated by the governing bodies of their respective agencies to execute this Agreement.

Section 14. Notices. Any notices required to be given by this Agreement shall be delivered to the Parties at the following addresses:

City of Edgewood
Attention: City Clerk
2224 104th Avenue E
Edgewood, WA 98372

East Pierce Fire & Rescue

ETQ/ILAs
Fire Cause-and-Origin Investigation

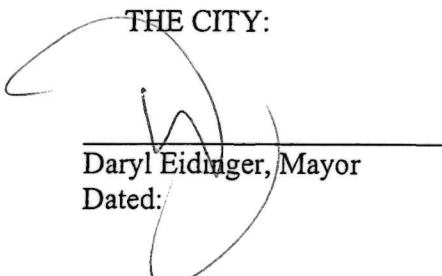
Any notices may be either delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice deposited in the United States mail shall be deemed received three (3) days after the date of mailing.

Section 15. General Provisions.

- A. This Agreement shall be administered by the City of Edgewood City Clerk on behalf of the City of Edgewood and by the fire chief on behalf of the District
- B. No separate legal entity will be created for the provision of services herein.
- C. There is no joint acquisition of real or personal property contemplated by this Agreement.
- D. This Agreement shall be filed for recording with the Pierce County Auditor's Office upon full execution or posted on the Parties' respective websites in accordance with RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the last date indicated below:

THE CITY:



Daryl Eidinger, Mayor

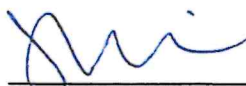
Dated:

ATTEST:



Rachel Pitzel, City Clerk

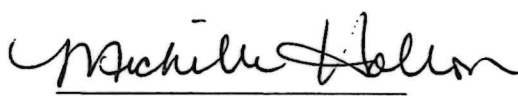
EAST PIERCE FIRE AND RESCUE:



Jon Parkinson, Fire Chief

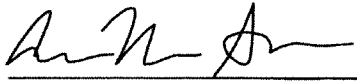
Dated: 1/4/22

ATTEST:



District Secretary

APPROVED AS TO FORM:



Ann Marie Soto, City Attorney