

AGREEMENT FOR FIRE INVESTIGATION SERVICES

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the PIERCE COUNTY FIRE DISTRICT #22, known as EAST PIERCE FIRE AND RESCUE, a municipal corporation of the State of Washington, (hereinafter referred to as "District")

WHEREAS, RCW 43.44.050(1)(a) provides that within a city the chief of a fire department has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the city limits of the city; and

WHEREAS, RCW 43.44.050(1)(b) provides that within the unincorporated areas of the county, the county fire marshal or other fire official so designated by the county legislative authority has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the unincorporated areas of the county; and

WHEREAS, RCW 43.44.050(3) provides that cities, towns, agencies, and counties may enter into interlocal agreements to meet the responsibility required by RCW 43.44.050; and

WHEREAS, the District includes the Cities of Bonney Lake, Edgewood, Milton, South Prairie, and Sumner(hereinafter referred to as "Cities"); and

WHEREAS, County and District believe it to be in the best interests of their citizens that County provide fire investigation services within the District's Cities' jurisdictions in the event of a fire or explosion or related occurrence; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the determination of origin and cause of fires, explosions or related occurrences and to conduct such investigations in a competent manner and to pursue such fire investigations to a reasonable conclusion.

2. Duration. The duration of this agreement shall be that period commencing on the 1st day of January 2019 and terminating at midnight on the 31st day of December 2023 unless this agreement is sooner extended or terminated in accordance with the terms hereof.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Fire Investigation" means the process of determining the origin, cause, development and circumstances of a fire or explosion and following the facts to a reasonable conclusion.

B. "Fire Investigator" means an employee of the Pierce County Fire Prevention Bureau fully trained and equipped to conduct competent, complete and accurate fire investigations.

C. "On-Call" means a Fire Investigator immediately available for response (or consultation) to a Fire Investigation or related incident 24 hours per day, 7 days per week, 365 days per year.

4. Services. County shall provide fire investigation services in a professional manner and fashion utilizing recognized techniques, practices and skills as associated with fire investigation throughout the United States. County shall perform all services as specified in Attachment "A".

5. Records Management. County shall provide copies of all complete fire investigation reports prepared by County to District. District shall be the custodian of such complete fire investigation reports pursuant to State law. County shall release no reports or information concerning any fire investigation performed for District without written authorization by District.

6. Compensation. During 2019, District shall pay County upon execution of this agreement the sum of \$1,819.46 per fire investigation for all services rendered under the terms of this agreement, based on a rolling average of the past 5 year fire investigation response history within the individual Cities. The 2019 agreed upon number of fire investigations is 2: Bonney Lake 0; Edgewood 1.8; Milton .20; South Prairie 0; Sumner 0;. Payment is due and payable on January 31, 2019 in the amount of \$3,638.91 and on the same schedule for subsequent years of the contract. Annual increases for subsequent years shall be based upon the growth in the previous years January to December Consumer Price Index for the Seattle urban area (as available), and the average number of fire investigation responses by County to District on behalf of the Cities for the past five years, using a rolling average method of calculation, and/or based upon modifications in the annual work plan as agreed upon by the parties.

7. Termination. Either party may terminate this agreement upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County, to:	Pierce County Office of the Director of Emergency Management 2501 S 35 th St, Suite D Tacoma, WA 98409
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If to District, to:	Pierce County Fire District #22 Fire Chief 18421 Sumner – Buckley Highway E, Suite F Bonney Lake, WA 98391
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8. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

9. Hold Harmless and Indemnification. Except in those situations where parties have statutory or common law immunity for their actions and/or inactions, each party shall defend, indemnify and hold harmless the other from liability or any claim, demand or suit arising because of said parties' negligence. Each party shall promptly notify the other of any such claim.

10. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

11. Breach of Contract. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Dated this 9th day of January, 2019.

PIERCE COUNTY

**PIERCE COUNTY FIRE DISTRICT #22
EAST PIERCE FIRE AND RESCUE**

Recommended:

Approved:

By W. Webb Date 12-24-18
Warner Webb
Fire Marshal

By Bud Backer Date 12-18-2018
Chief Bud Backer
Fire Chief

Approved as to legal form only:

By Donna Masumoto Date 1-4-19
Deputy Prosecuting Attorney

By _____ Date _____

Recommended:

By Jan Robinson Date 1/9/19
Budget & Finance

By _____ Date _____

Approved:

By Scott Heinze Date 12/31/18
Scott Heinze
Interim Director

ATTACHMENT "A"

Pierce County Fire District #22 East Pierce Fire and Rescue

2019 Fire Investigation Services Work Plan

1. Provide an On-Call Fire Investigator(s) available to respond to Fire Investigation incidents 24 hours per day, 365 days per year.
2. Provide all necessary training, equipment and supplies required to respond to and conduct complete, quality Fire Investigations.
3. Provide appropriate supervision of Fire Investigation Services program and assigned personnel.
4. Provide necessary assistance to District law enforcement and prosecution personnel as it relates to Fire Investigations.
5. Provide additional support and resources (staffing and material) as necessary to conduct complete, quality Fire Investigations.
6. Provide copies of all reports completed by Fire Investigators related to Fire Investigations within Cities.
7. Provide Expert testimony in court relative to Fire Investigations conducted in Cities.
8. Provide training for District's fire department personnel in Fire Investigation and Arson recognition.