

2005-480

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND FIRE DISTRICT #45
FOR PROVISION OF FIRE INVESTIGATION SERVICES**

THIS AGREEMENT is made and entered into this day by and between KING COUNTY, a home rule charter county and political subdivision of the State of Washington, (hereinafter "the County"), and Fire District #45, a municipal corporation in the State of Washington (hereinafter "the Fire District").

WHEREAS, the Fire District has requested that the County perform Fire Investigation Services on its behalf; and

WHEREAS, the County is willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized by the Interlocal Cooperation Act, RCW 39.34;

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, it is agreed by and between the DDES and the Fire District as follows:

- I. The County shall provide the following fire investigation services to the Fire District:
 - A. Provide personnel, resources and material deemed appropriate by the County to supply the level of fire investigation services specified under this Agreement.
 - B. Provide the same degree, type, and level of fire investigation service as is customarily provided to residents of unincorporated King County. These services are to be continuously available to the Fire District every day of the year, both day and night. Services provided shall include the following:
 1. At least one County Fire Investigator will be available in an "on-call" status 24 hours per day to respond to requests for fire investigation in the Fire District.
 2. Fire Investigators shall be responsible for the following, as appropriate:
 - a). Report to the Incident Commander or other Fire Department and/or Police personnel holding the fire scene;
 - b). Assume control of the fire scene upon approval of the Incident Commander;
 - c). Provide scene security;
 - d). Evaluate the scene for legal authority to continue the scene examination and prepare and obtain search warrants when required by law to do so;

- e). Conduct an Origin and Cause Investigation;
 - f). Photograph the fire scene;
 - g). Sketch the fire scene;
 - h). Collect evidence in those fires determined to be incendiary in cause;
 - i). Interview witnesses and/or suspects;
 - j). Prepare an Origin and Cause report for all fires and prepare such associated reports required by the King County Sheriffs Office and/or King County Prosecutor's Office;
 - k). Conduct the criminal follow-up investigation or assist the local police agency with the criminal follow-up investigation as determined by the local police official; and
 - l). Assist the King County Prosecutors office in all criminal proceedings, including providing expert witness testimony during trial.
- 3. Fire investigation callouts will be in accordance with the protocols outlined in Exhibit A: "Arson Investigation Call Out Protocols."
 - 4. The King County Fire Investigation Unit shall be responsible for compiling information and providing monthly Uniform Crime Reports to the King County Sheriff's Office on behalf of the City for the crime of Arson.

II. The Fire District shall:

- A. Delegate to the County's fire investigation staff the authority and power to provide fire investigation services on behalf of the Fire District as set forth in this Agreement.
- B. Provide police support as requested by the fire investigation staff assigned to work on cases/incidents in the Fire District.
- C. Pay the County for the services provided pursuant to this Agreement in the amount of \$4,984.00; which shall be billed bi-annually by the County and paid bi-annually by the Fire District; provided that annual reimbursement in year following the initial year of this agreement shall be recalculated as part of any agreement to extend the term of this agreement pursuant to paragraph III. The recalculated annual reimbursement amount shall be based upon the actual cost of King County providing specified services to the Fire District and shall be consistent with the calculation method utilized in Exhibit B attached hereto.

III. Duration: This Agreement shall take effect on January 1, 2006 and shall automatically terminate one year thereafter; provided that, the parties may agree to extend the duration of this Agreement for up to five additional one-year terms. The Fire District Chief shall be authorized to approve any such one-year extension(s), in writing, prior to the otherwise applicable expiration date and shall include a recalculated annual rate of reimbursement as specified in paragraph II(C) above.

IV. Modification: This instrument constitutes the entire Agreement between the parties and supersedes all prior Agreements. No modifications or amendment shall be valid unless evidence in writing, properly agreed to and signed by both parties. In the event that either of the parties shall desire to re-negotiate any of the provisions of this Agreement, such party shall notify the other party in writing of its intent. Such request to re-negotiate shall not be considered a notice of termination.

V. Administration of Agreement: This Agreement shall be administered on behalf of the Fire District by the chief executive office of the Fire District or his/her designee and, on behalf of the County by the Director of the King County Department of Development and Environmental Services or his/her designee.

VI. Mutual Covenants: Both parties understand and agree that the County is acting as an independent contractor.

A. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;

B. All County persons rendering services under this Agreement shall be for all purposes employees of the County.

C. The County contact person for citizen complaints, service requests and general information on fire investigation services is the Assistant Fire Marshal for the King County Fire Investigation Unit, or alternatively, the King County Fire Marshal;

D. The chief executive officer of the Fire District may refer any problem relating to County services provided under this Agreement to the Director of the King County Department of Development and Environmental Services. In the event of a dispute between the parties as to the extent of the service to be rendered, or the minimum level or manner of performances of such service, the determination of the Director of the King County Department of Development and Environmental Services (DDES) shall be final and conclusive in all respects.

VII. Indemnification.

A. The County shall indemnify and hold harmless the Fire District and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs,

expenses, and damages of any nature whatsoever, by reason of negligent acts or omissions of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Fire District, DDES shall defend the same at its sole cost and expense; provided that the Fire District retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the Fire District and its officers, agents, employees, or any of them, or jointly against the Fire District and County and their respective officers, agents, and employees, or any of them, for negligent acts or omissions of the County, the County shall satisfy the same.

B. The Fire District shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of negligent acts or omissions of the Fire District, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the Fire District shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and Fire District and their respective officers, agents and employees, or any of them, for negligent acts or omissions of the Fire District, the Fire District shall satisfy the same.

C. In executing this agreement, the County does not assume liability or responsibility for or in any way release the Fire District from any liability or responsibility which arises in whole or in part from the existence or effect of Fire District ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Fire District ordinance, rule or regulation is at issue, the Fire District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Fire District, the County, or both, the Fire District shall satisfy the same, include all chargeable costs and attorney's fees.

D. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

VIII. Complete Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded.

IX. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first herein above written.

King County

Fire District #45

King County Executive

Fire Chief

Date

Date

Approved as to Form

Approved as to Form

King County
Deputy Prosecuting Attorney

Fire District Attorney

Date

Date

EXHIBIT A
ARSON INVESTIGATION
CALL OUT PROTOCOLS

1. **PURPOSE.** In accordance with section I(B)(3) of this Interagency Agreement, this Exhibit specifies the protocols for the King County Fire Marshal's Office investigation of fires in Carnation.

2. **SCOPE OF INVESTIGATION.** Upon request by the City or its designee, the Fire Investigation Unit of the King County Fire Marshal's Office shall respond to the following fires:
 - a. Fires where one or more deaths have occurred;
 - b. Fires where one or more serious injuries have occurred, and those injuries have required or are expected to require hospitalization of an injured party;
 - c. Fires that are suspected to be, or are known to be intentionally set and any other fires not otherwise investigated;
 - d. Fires where the fire suppression agency has not determined a cause, except where the loss is minimal and there is no measurable value in determining the cause;
 - e. Fires where there is evidence that an explosive device was used to initiate the fire or resulted in the fire occurring; provided that, this fire type does not include instances where a container normally found at the fire scene (such as propane bottles, compressed air bottles or aerosol containers) exploded as a result of the fire.

3. **SERVICES PROVIDED.** Upon request by the City or its designee for services in response to a fire within the scope of fire types listed in section 2 above, the King County Fire Marshal's Office shall:
 - a. Undertake reasonable efforts to investigate and determine the cause of the fire;
 - b. Where the cause has been determined to be arson, perform the follow-up investigation and preparation of criminal charges where appropriate;
 - c. In incidents involving death or serious injury where hospitalization was or is expected to be required, properly secure all reports, evidence, and photographs until the case has been resolved;
 - d. Compile and submit monthly Uniform Crime Reporting (UCR) data for the Federal Bureau of Investigation to the King County Sheriff's Office.