

**RESOLUTION 2012-PPP**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE  
MAYOR TO RENEW THE INTERLOCAL AGREEMENT FOR FIRE INVESTIGATION  
SERVICES WITH PIERCE COUNTY**

**WHEREAS**, this agreement is entered between the Town of Eatonville and  
Pierce County for fire investigation services,

**WHEREAS**, Pierce County would provide the Town of Eatonville with a Fire  
Marshall to provide fire investigation services in case of a major fire or related incident.

**BE IT RESOLVED** by the Council of the Town of Eatonville to authorize the  
renewal of the interlocal agreement for fire investigation services with Pierce County to  
expire at midnight December 31, 2017.

Passed by the Council of the Town of Eatonville at a regular meeting this \_\_\_\_\_ day of  
\_\_\_\_\_, 2012

\_\_\_\_\_  
Raymond Harper, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Dan Lloyd, Town Attorney

## 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 TOWN OF EATONVILLE, a municipal corporation of the State of Washington, (hereinafter referred to as "Town")

WHEREAS, RCW 43.44.050(1)(a) provides that within a city or town, 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 or town limits of the city or town; 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 agreements to meet the responsibility required by RCW 43.44.050; and

WHEREAS, County and Town believe it to be in the best interests of their citizens that County provide fire investigation services within the Town jurisdiction 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 2013 and terminating at midnight on the 31st day of December 2017, 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 Town. Town 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 Town without written authorization by Town.

6. Compensation. Town shall pay County upon execution of this agreement the sum of \$1.00 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Payment for 2013 is due and payable on January 31, 2013, and thereafter on January 31 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 based upon population growth for the preceding year according to the State Office of Financial Management (as available), 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, DEM Director  
2501 S 35<sup>th</sup> St, Suite D  
Tacoma, WA 98409

If to Town of Eatonville: Town of Eatonville  
Fire Chief  
P O Box 291  
Eatonville, Wa 98328

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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PIERCE COUNTY**

**TOWN OF EATONVILLE**

By W. Webb Date 12-6-12  
Warner Webb, Fire Marshal

By \_\_\_\_\_ Date \_\_\_\_\_  
Kathy Linnemeyer  
Town Clerk

Approved as to legal form only:

Approved as to legal form only:

By \_\_\_\_\_ Date \_\_\_\_\_  
Deputy Prosecuting Attorney

By \_\_\_\_\_ Date \_\_\_\_\_  
Daniel Lloyd  
Town Attorney

Recommended:

By \_\_\_\_\_ Date \_\_\_\_\_  
Budget and Finance

**Approved:**

**Approved:**

By Jody Woodcock Date 12/6/12  
Jody Woodcock  
Deputy Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Ray Harper  
Mayor

ATTACHMENT "A"

Town of Eatonville

2013 – 2017 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 Town 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 Town.
7. Provide Expert testimony in court relative to Fire Investigations conducted in Town.
8. Provide training for Town's fire department personnel in Fire Investigation and Arson recognition.