

RESOLUTION NO. 2019 - C

**A RESOLUTION OF THE TOWN OF EATONVILLE,
WASHINGTON, AUTHORIZING THE MAYOR TO RENEW THE
INTERLOCAL AGREEMENT FOR FIRE INVESTIGATION
SERVICES WITH PIERCE COUNTY**

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 43.443.050(1)(c) provides that cities, towns, agencies and counties may enter into interlocal agreements to meet the responsibility required by RCW 43.44.050; and

WHEREAS, Pierce County and Town of Eatonville believe it to be in the best interests of their citizens that Pierce County provide fire investigation services within the Town jurisdictions in the event of a fire or explosion or related occurrence; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

THAT: the Mayor of the Town of Eatonville is hereby authorized to execute the interlocal agreement and hereby agrees to enter into and abide by the interlocal agreement, which, along with this Resolution, constitutes a contract between the Town of Eatonville and Pierce County for Fire Investigation Services.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this _____ day of January, 2019.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

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 "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, County and Town believe it to be in the best interests of their citizens that County provide fire investigation services within the Town 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. 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". Payment is due and payable on January 31, 2019 in the amount of \$2,925.00 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 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
Office of the Director of Emergency Management
2501 S 35th St, Suite D
Tacoma, WA 98409

If to District, to: Town of Eatonville
Mayor Mike Schaub
PO Box 309
Eatonville Washington 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

Recommended:

Approved:

By _____ Date _____
Warner Webb
Fire Marshal

By _____ Date _____
Mike Schaub
Mayor

Approved as to legal form only:

By _____ Date _____
Deputy Prosecuting Attorney

By _____ Date _____

Recommended:

By _____ Date _____
Budget & Finance

By _____ Date _____

Approved:

By _____ Date _____
Scott Heinze
Interim Director

ATTACHMENT "A"

Town of Eatonville 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.