

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 21-183

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF DARRINGTON AND SNOHOMISH COUNTY
CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES

WHEREAS, the International Fire Code (“IFC”) requires local jurisdictions, including Snohomish County (the “County”) and the Town of Darrington (the “Town”), to investigate the origin, cause and circumstances of fire events occurring within their respective jurisdictions and document those findings in a report authored by a fire investigator; and

WHEREAS, the County Council, through SCC 30.53A.176, has authorized the County Fire Marshal to perform such investigative functions in other jurisdictions if agreement is reached with such jurisdiction under the terms of an interlocal agreement; and

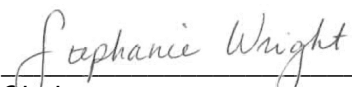
WHEREAS, the Town desires to engage the County to perform the required investigative functions because due to staffing and/or other reasons the Town occasionally does not have qualified personnel available to perform the investigative functions, and the County is willing to perform such investigative functions, required by the IFC in such events; and

WHEREAS, the Town and County have negotiated the terms of an “Interlocal Agreement between the Town of Darrington and Snohomish County Concerning Provision of Fire Investigation Services”;

NOW, THEREFORE, ON MOTION, the Snohomish County Council hereby approves and authorizes the County Executive to sign the “Interlocal Agreement between the Town of Darrington and Snohomish County Concerning Provision of Fire Investigation Services,” in substantially the form attached hereto as Exhibit A.

DATED this 26th day of May, 2021.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Chairperson

ATTEST:



Asst. Clerk of the Council

**Exhibit A
To
Motion No. 21-183**

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DARRINGTON
AND SNOHOMISH COUNTY
CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES**

[See Attached]

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF
DARRINGTON
AND SNOHOMISH COUNTY
CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DARRINGTON AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Agreement") is made and entered into as of June 3, 2021, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Town of Darrington, a Washington municipal corporation (the "Town").

RECITALS

- A. The County and Town have adopted the International Fire Code (the "IFC") for use within their respective jurisdictions in compliance with chapter 19.27 RCW.
- B. The IFC requires local jurisdictions, including the County and the Town, to investigate the origin, cause, and circumstances of fire events occurring within their respective jurisdictions and document those findings in a report authored by a qualified fire investigator.
- C. The Town does not have certified personnel available to perform the investigative functions required by the IFC. The Town, therefore, desires to engage the County to perform the required investigative functions. The County is willing to perform such investigative functions, pursuant to the terms and conditions contained in this Agreement.
- D. This Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW, RCW 19.27.110 and RCW 43.44.050.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the County agree as follows:

Section 1. SCOPE OF SERVICES FOR FIRE INVESTIGATION

- 1.1 The requests for Fire Investigation Services (as such term is defined in Section below) will be made by the Town through its Fire District 24, Fire Chief or any fire command officer. The term "fire command officer" means the Fire Department officer in charge of the scene. The request for Office of the County Fire Marshal ("OCFM") Fire Investigation Services will be made through the Snohomish County 911 Dispatch Center. The parties understand and agree that the County's ability to perform Fire Investigation Services pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of OCFM personnel.
- 1.2 The term "Fire Investigation Services," as used in this Agreement, shall include, by way of example but not by way of limitation, the following types of services: (i) acting as the on-scene agency in charge of the investigation; (ii) origin and cause determination; (iii) documenting and recording the scene; (iv) identification, collection, and preservation of evidence; (v) witness interviewing; (vi) assisting local law enforcement; (vii) preparation of initial and follow-up reports; and (viii) court appearances.
- 1.3 Both parties understand and agree that the OCFM fire investigators who provide Fire Investigation Services to the Town pursuant to this Agreement shall at all times be acting in their official capacities as employees of Snohomish County. The OCFM fire investigators shall at all times be an agent or employee of the County and shall not be considered for any purpose to be an agent or employee of the Town in providing Fire Investigation Services to the Town pursuant to this Agreement.
- 1.4 The scope of the Fire Investigation Services to be rendered upon any specific request shall be determined by mutual agreement on a case-by-case basis; provided, when, OCFM personnel are determined "lead investigator" the performance of Fire Investigation Services by OCFM personnel shall include (i) acting as the on-scene agency in charge of the investigation, and (ii) preparing the initial and follow-up reports.
- 1.5 The Town and OCFM personnel shall work cooperatively in any fire investigation conducted pursuant to this Agreement. The Town and OCFM

shall furnish to the other party any information, personnel or other material available that may be needed in the course of performing Fire Investigation Services pursuant to this Agreement.

- 1.6 The Town hereby authorizes OCFM personnel to investigate fires for origin and cause, and perform, within the Town's jurisdictional boundaries, all other Fire Investigation Services that the Town has expressly requested or that are incidental to the performance of the Fire Investigation Services the Town has expressly requested.

Section 2. COMPENSATION

- 2.1 The Town shall pay the County for Fire Investigation Services provided pursuant to Section 1 of this Agreement on an hourly basis in accordance with the rate schedule in Appendix A.
- 2.2 County staff time will be billed in one-tenth hour increments.
- 2.3 The OCFM agrees to provide the Town with a written invoice for Fire Investigation Services rendered pursuant to this Agreement no later than 90 days after the date on which the services were rendered.
- 2.4 The Town agrees to remit payment in full within 30 days of receipt of an OCFM invoice. The payment shall be made to the OCFM.
- 2.5 The County will maintain all records reflecting fees and costs billed to the Town.
- 2.6 All billing invoices and payments shall be delivered to the following:

County: Snohomish County
 Planning and Development Services, Accounting
 M/S 604, 3000 Rockefeller Ave.
 Everett, WA 98201-4046

Town: Town of Darrington
 1005 Cascade Street
 Darrington, WA 98241

Section 3. INSURANCE REQUIREMENTS

- 3.1 Each party shall maintain and provide evidence to the other of insurance or self-insurance adequate to cover its liability obligations under this Agreement and/or arising out of each parties activities hereunder.
- 3.2 The Town is part of a Public Entity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the Town's participation in said pool.
- 3.3 The County self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The County maintains a fully-funded self- insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County will provide a letter of self-insurance signed and executed by an authorized agent.

Section 4. INDEMNIFICATION AND LIABILITY

- 4.1 Town Held Harmless. The County shall indemnify and hold harmless the Town 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 any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the Town, the County shall defend the same at its sole cost and expense; provided that the Town reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Town, and its officers, agents, and employees, or any of them, or jointly against the Town and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- 4.2 County Held Harmless. The Town 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 any reason of or arising out of any negligent act or omission of the Town, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the Town shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law 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 the Town and their respective officers, agents, and employees, or any of them, the Town shall satisfy the same.
- 4.3 Liability Related to Town Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Town ordinance, policy, rule or regulation is at issue, the Town shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Town, the County, or both, the Town shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 4.4 Waiver under Washington Industrial Insurance Act. 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.

Section 5. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

Section 6. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

Section 7. PROPERTY

Except as expressly provided to the contrary elsewhere in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party and the other party shall have no interest therein.

Section 8. DURATION AND TERMINATION

- 8.1 This Agreement will become effective upon execution by the parties and posting of the Agreement on the County's website pursuant to RCW 39.34.040. This Agreement shall remain in effect until December 31, 2023, unless the parties renew the Agreement in accordance with the terms of Section 9.
- 8.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party. In that event, the Town shall pay the County for all Fire Investigation Services provided up to and including the date of termination in accordance with Section 2.
- 8.3 The terms and conditions contained in Sections 2 and 4 of this Agreement shall survive the expiration or termination of this Agreement.

Section 9. AMENDMENT AND/OR RENEWAL

- 9.1 The Director of the County's Department of Planning and Development Service (the "Director") shall have the authority to amend and/or renew this Agreement on behalf of the County to the extent and under the circumstances described in this Section 9, without the need to obtain additional approvals from the County Council or the County Executive. The Director shall have the authority to extend the term one or more times, for a total extension period not to exceed ten (10) years.

- 9.2 The Town Mayor shall have the authority to amend and/or renew this Agreement on behalf of the Town to the extent and under the circumstances described in this Section 9, without the need to obtain additional approvals from the Town Council. The Town Mayor shall have the authority to extend the term one or more times, for a total extension period not to exceed ten (10) years.
- 9.3 If both parties wish to renew the Agreement, negotiations of the hourly compensation rates of Appendix A must be completed 45 days prior to expiration of the Agreement or any amendment thereto. Changes to Appendix A are subject to Section 13 below.
- 9.4 In order to be effective, any renewal or amendment of this Agreement must be memorialized in writing, executed by both parties, and posted on the Snohomish County Council web site pursuant to RCW 39.34.040. A sample form of amendment is attached to this Agreement as Appendix B.

Section 10. NOTICES

All notices, including requests to terminate the Agreement, shall be delivered to the following:

County: Snohomish County
Planning and Development Services, Director
M/S 604, 3000 Rockefeller Ave.
Everett, WA 98201-4046

Town: Town of Darrington
1005 Cascade Street
Darrington, WA 98241

Section 11. DESIGNATION OF ADMINISTRATOR

The Director of the Department of Planning and Development Services or his/her designee is the County's administrator of this Agreement for purposes of the Interlocal Cooperation Act. The Town's Mayor or his/her designee is the administrator of this Agreement for purposes of the Interlocal Cooperation Act.

Section 12. NO WAIVER

No term or provision in this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

Section 14. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation, and other benefits which apply to the activities of the OCFM fire investigators while performing their functions within the territorial limits of Snohomish County shall apply to OCFM fire investigators to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within the Town under the provisions of this Agreement.

Section 15. NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement is for the sole benefit of the parties hereto and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

Section 16. CONTINGENCY

The obligations of the Town and County in this Agreement are contingent on the availability of funds through local legislative appropriation and allocation in accordance with law. If funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, either party may terminate the contract under Section 8 of this Agreement.

Section 17. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect to the extent permitted by law.

Section 18. RECORDS

Both parties shall maintain adequate records to document obligations performed under this Agreement. Both parties shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice. Fire investigation records shall belong to the County. The County will provide copies to the Town upon request or when required by law.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

TOWN OF DARRINGTON

SNOHOMISH COUNTY

By: *Dan Rankin*
Dan Rankin, Mayor

By: *Ken Klein*
Ken Klein
2021.06.03 12:16:12
-07'00'
Dave Somers, Executive

Date: 03 MAY 2021

Date: _____

Attest:

Deanne Allen

Attest:

Approved as to form:
Office of the Town
Attorney

Approved as to form:
Snohomish County Prosecutor's Office

Wm Ats 4/29/21

| | |
|-------------------------|----------------------|
| COUNCIL USE ONLY | |
| Approved | <u>5/26/2021</u> |
| ECAF # | <u>2021-0264</u> |
| MOT/ORD | <u>Motion 21-183</u> |

APPENDIX A

FEE SCHEDULE/HOURLY RATES INCLUDED IN CONTRACT FOR FIRE INVESTIGATION SERVICES
Rate Per Hour

| 2021 | 2022 | 2023 |
|----------|----------|----------|
| \$106.00 | \$109.00 | \$112.00 |

APPENDIX B
Sample Form of Amendment

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF DARRINGTON
AND SNOHOMISH COUNTY CONCERNING PROVISION
OF FIRE INVESTIGATION SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DARRINGTON AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Amendment") is made and entered into as of this ___ day of ___, 20___, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Town of Darrington, a Washington municipal corporation (the "Town").

RECITALS

- A. The County and the Town are parties to the "Interlocal Agreement Between the Town of Darrington and Snohomish County Concerning Provision of Fire Investigation Services" executed on _____(the "Original Agreement")
- B. Pursuant to Section 9 of the Original Agreement, the Director of the County's Department of Planning and Development Services and the Town Mayor each have authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County and the Town now desire to amend the Original Agreement to extend the Term [INSERT REASON].
- D. The County and the Town now desire to amend the Original Agreement to adopt a new fee schedule due to [INSERT REASON].
- E. [INSERT ANY OTHER PERTINENT RECITALS.]

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF
DARRINGTON AND SNOHOMISH COUNTY
CONCERNING PROVISION OF FIRE INVESTIGATION
SERVICES

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Town agree as follows:

Section 1. EXTENSION OF TERM

The County and the Town agree that the Term specified in Section 9 of the Original Agreement shall be extended by [INSERT AMOUNT OF TIME]. The new Expiration Date of the Agreement is [INSERT NEW EXPIRATION DATE].

Section 2. ADOPTION OF NEW FEE SCHEDULE

The County and the Town agree to adopt a new fee schedule as provided herein:

[INSERT NEW FEE SCHEDULE/HOURLY RATE]

Section 3. RATIFICATION

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

Section 4. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and the Town have executed this Amendment as of the day and year first written above.

THE TOWN OF DARRINGTON

SNOHOMISH COUNTY

By: 

By: _____

Name: DANIEL O. RANKIN

Name : _____

Title: Town Mayor

Title: Director, Department of Planning
And Development Services