

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 22-497

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL
AGREEMENT BETWEEN THE CITY OF SNOHOMISH, FIRE PROTECTION
DISTRICT NO. 4, AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE
INVESTIGATION SERVICES

WHEREAS, the International Fire Code (the “IFC”), as adopted by the Washington State Building Code Council, is in effect within the jurisdictional boundaries and areas served by Snohomish County (the “County”) and the City of Snohomish (the “City”) in compliance with chapter 19.27 RCW; and

WHEREAS, the IFC and RCW 43.44.050 requires local jurisdictions to investigate the origin, cause, and circumstances of fire events and document findings resulting from such investigation in a report authored by a qualified fire investigator; and

WHEREAS, following the annexation of the City into Fire Protection District No. 4 (the “District”) and pursuant to an interlocal agreement, the District provides fire suppression, emergency, and other related services within the City’s jurisdictional boundaries; and

WHEREAS, the District occasionally does not have qualified personnel available to perform fire investigative functions within the City’s jurisdictional boundaries, due to the simultaneous occurrence of multiple fire events, staffing fluctuations and/or other reasons and the County is willing to perform such investigative functions required by the IFC in such events; and

WHEREAS, under other circumstances, either the City, the District or the County may have qualified personnel available to perform some or all of the investigative functions required by the IFC and RCW 43.44.050, but may desire assistance in performing those functions. If any such party desires assistance in performing the investigative functions required by the IFC, the other parties are willing to provide such assistance; and

WHEREAS, the City, the District, and the County have negotiated the terms of an “Interlocal Agreement between the City of Snohomish, Fire Protection District No. 4, and Snohomish County Concerning the Provision of Fire Investigation Services” (the “Agreement”); and

MOTION NO. 22-497

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SNOHOMISH, FIRE PROTECTION DISTRICT NO. 4, AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES

PAGE 1 OF 3

WHEREAS, the City approved the Agreement on September 21, 2022; and


WHEREAS, the District approved the Agreement on September 26, 2022; and

WHEREAS, the Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW, RCW 19.27.110, RCW 43.44.050, RCW 52.12.031(4) and (8); and SCC 30.53A.176;

NOW, THEREFORE, ON MOTION: Section 1. The County Council approves and authorizes the County Executive, or designee, to sign and execute an interlocal agreement with the City and the District entitled "Interlocal Agreement Between the City of Snohomish, Fire Protection District No.4, and Snohomish County Concerning Provision of Fire Investigation Services" in substantially the form attached hereto as Exhibit A.

PASSED this 14th day of December, 2022.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Asst. Clerk of the Council

**EXHIBIT A
to
MOTION NO. 22-497**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SNOHOMISH, FIRE
PROTECTION DISTRICT NO. 4, AND SNOHOMISH COUNTY CONCERNING
PROVISION OF FIRE INVESTIGATION SERVICES**

[See Attached]

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SNOHOMISH, FIRE PROTECTION DISTRICT NO.4, AND
SNOHOMISH COUNTY CONCERNING PROVISION OF
FIRE INVESTIGATION SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF SNOHOMISH, FIRE PROTECTION DISTRICT NO. 4, AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Agreement") is made and entered into as of this 21 day of September, 2022, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), the City of Snohomish, a political subdivision of the State of Washington (the "City"), and the Fire Protection District No. 4, a Washington fire protection district (the "Fire District").

RECITALS

A. The International Fire Code (the "IFC"), as adopted by the Washington State Building Code Council, is in effect within the jurisdictional boundaries and areas served by the County and the City, in compliance with chapter 19.27 RCW.

B. The IFC and RCW 43.44.050 requires local jurisdictions to investigate the origin, cause, and circumstances of fire events and document those findings in a report authored by a qualified fire investigator.

C. Following the annexation of the City into the Fire District and pursuant to an interlocal agreement, the Fire District provides fire suppression, emergency, and other related services within the City's jurisdictional boundaries.

D. The Fire District occasionally does not have qualified personnel available to perform these investigative functions, due to the simultaneous occurrence of multiple fire events, staffing fluctuations and/or other reasons. The Fire District, in such event, desires to engage the County to perform the required investigative functions and the County is willing to perform such investigative functions, pursuant to the terms and conditions contained in this Agreement.

E. Under other circumstances, either the City, the Fire District or the County may have qualified personnel available to perform some or all of the investigative functions required by the IFC and RCW 43.44.050, but may desire assistance in performing those functions. In the event that either the City, the Fire District or the County desires assistance in performing their investigative functions, the other party is willing to provide such assistance, pursuant to the terms and conditions contained in this Agreement.

F. This Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW, RCW 19.27.110, RCW 43.44.050, RCW 52.12.031(4) and SCC 30.53A.176.

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 City, the Fire District, and the County agree as follows:

Section 1. SCOPE OF SERVICES FOR FIRE INVESTIGATION

- 1.1 The City's requests for Fire Investigation Services (as such term is defined in Section 1.2 below) will be made by Chief of the Fire District, or any fire command officer. The term "fire command officer" means Fire District 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 The parties understand and agree that the qualified OCFM personnel who provide Fire Investigation Services to the City at the request of the Fire District pursuant to this Agreement shall at all times be acting in their official capacities as employees of Snohomish County. OCFM personnel 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 City of Fire District in providing Fire Investigation Services 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, however, that in all instances 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 City, the Fire District and OCFM personnel, as applicable, shall work cooperatively in any fire investigation conducted pursuant to this Agreement. The City, Fire District, and OCFM shall furnish to the other party or parties 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 City, upon a request made by the Fire District in accordance with RCW 43.44.050, hereby authorizes said OCFM personnel to investigate fires for origin and cause, and perform, within the jurisdictional boundaries of the City as those boundaries may be adjusted throughout the term of this Agreement, all other Fire Investigation Services that are expressly requested or that are incidental to the performance of the Fire Investigation Services expressly requested.

Section 2. COMPENSATION

- 2.1 The City shall pay the County for Fire Investigation Services provided pursuant to Section 1 of this Agreement that occur within the jurisdictional boundaries of the City.
- 2.2 Payment to the County for Fire Investigation Services shall be on an hourly basis in accordance with the rate schedule in Appendix A. County staff time will be billed in one-tenth hour increments.
- 2.3 The OCFM agrees to provide the City 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 City 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 City.
- 2.6 All billing invoices and payments shall be delivered to the following:

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

City: Attn: Accounts Payable
 P.O. Box 1589
 Snohomish WA 98291

Section 3. MUTUAL AID INVESTIGATION ASSISTANCE

- 3.1 The City, the Fire District and the County hereby establish a mutual aid program pursuant to which either party may assist the other party with the performance of Fire Investigation Services ("Investigation Assistance") at no charge.

- 3.2 Investigation Assistance may include, by way of example and not by way of limitation, any one or more of the following types of activities: (i) assisting with the determination of origin and cause; (ii) assisting with documentation of the scene; (iii) assisting with witness interviews; and/or (iv) assisting with any of the other investigative functions required by law. Provided, however, that in no event shall Investigation Assistance include either of the following activities: (a) acting as the on-scene commander in charge of the investigation; or (b) preparing initial or follow-up reports (except for those reports documenting first hand observations and conclusions not otherwise available to the Requesting Party).
- 3.3 Should either the City, the Fire District or the County desire Investigation Assistance from the other party, the party desiring Investigation Assistance (the "Requesting Party") may request Investigation Assistance from the other party (the "Responding Party") through Snohomish County 911 Dispatch Center.
- 3.4 If the Responding Party has sufficient resources available to provide the requested Investigation Assistance to the Requesting Party, the Responding Party shall send the relevant personnel and/or equipment to the specified fire event site.
- 3.5 If a Responding Party does not, in its good-faith, business judgment, believe that it has sufficient resources available to provide the requested Investigation Assistance, the Responding Party shall so inform the Requesting Party and the Responding Party shall thereafter have no further obligations with respect to that request for assistance.
- 3.6 The Requesting Party shall at all times be in charge of the fire event scene, and any personnel from the Responding Party who provide Investigation Assistance to the Requesting Party shall take direction from the Fire Chief or Fire Marshal of the Requesting Party, as applicable.
- 3.7 Personnel providing Investigation Assistance pursuant to this Section 3 are acting in their official capacity as employees of their respective jurisdictions.
- 3.8 Notwithstanding, anything to the contrary contained elsewhere in this Section 3, the County, the City and the Fire District each understand and agree that each party's primary responsibility is to its own citizens and/or constituents, and that such responsibility takes precedence over any commitment made to the other party pursuant to this Section 3. Accordingly, neither party to this Agreement shall be required to provide Investigation Assistance to the other party if such party has a good-faith belief that it needs some or all of the resources at issue for its own use.

Section 4. INSURANCE REQUIREMENTS

- 4.1 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 party's activities hereunder.
- 4.2 The City 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 City's participation in said pool.
- 4.3 The Fire District 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 Fire District's participation in said pool.
- 4.4 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 5. INDEMNIFICATION AND LIABILITY

- 5.1 City and Fire District Held Harmless. The County shall indemnify and hold harmless the City, Fire District, their respective 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 City and/or the Fire District, the County shall defend the same at its sole cost and expense; provided that City and/or the Fire District 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 City or the Fire District or their respective officers, agents, and employees, or any of them, or jointly against City and/or the Fire District and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 5.2 County Held Harmless. The City and 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 any reason of or arising out of any negligent act or omission of the City, the Fire District, their respective 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 City and the Fire District shall defend the same at their 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 City, the Fire District, their respective officers, agents, and employees, or any of them, the City and/or the Fire District shall satisfy the same.

5.3 Liability Related to the City or Fire District Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City or the Fire District from any liability or responsibility which arises in whole or in part from the existence or effect of City or Fire District 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 City or Fire District ordinance, policy, rule or regulation is at issue, the City and/or the Fire District shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the Fire District, the County, or any of them, the City and/or the Fire District shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

5.4 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, Title 51 RCW, as respects the other parties 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 6. 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 7. COMPLIANCE WITH LAW

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

Section 8. PROPERTY

Except as expressly provided to the contrary elsewhere in this Agreement, any real or personal property used or acquired by any 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 9. DURATION AND TERMINATION

- 9.1 This Agreement will become effective upon execution by the parties and being posted on the Snohomish County Council website pursuant to the Interlocal Cooperation Act, RCW 39.34.040. This Agreement shall remain in effect until December 31, 2026, unless the parties renew or amend the Agreement in accordance with the terms of Section 10.
- 9.2 Any party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other parties. In that event, the City shall pay the County for all Fire Investigation Services provided up to and including the date of termination in accordance with Section 2.
- 9.3 The terms and conditions contained in Sections 2 and 5 of this Agreement shall survive the expiration or termination of this Agreement.

Section 10. AMENDMENT AND/OR RENEWAL

- 10.1 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 10, without the need to obtain additional approvals from the County Council or the County Executive.
- 10.2 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.
- 10.3 If the 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 14 below.

10.4 In order to be effective, any renewal or amendment of this Agreement must be memorialized in writing, executed by the 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 11. NOTICES

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

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

City: Heather Thomas, City Administrator
P.O. Box 1589
Snohomish, WA 98291

Fire District: Don Waller, Fire Chief
1525 Avenue D
Snohomish, WA 98290

Section 12. 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 City Administrator or his/her designee is the City's administrator of this Agreement for purposes of the Interlocal Cooperation Act. The Fire Chief or his/her designee is the Fire District's administrator of this Agreement for purposes of the Interlocal Cooperation Act.

Section 13. 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 14. 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 15. 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 OCFM personnel while performing their functions within the territorial limits of Snohomish County shall apply to OCFM personnel to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within the City's jurisdiction under the provisions of this Agreement.

Section 16. 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 17. CONTINGENCY

The obligations of the City, the Fire District, and the 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, any party may terminate the contract under Section 9 of this Agreement.

Section 18. 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 19. RECORDS

The parties shall maintain adequate records to document obligations performed under this Agreement. Each party shall have the right to review the other parties' 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 City or the Fire District upon request or when required by law.

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

THE CITY OF SNOHOMISH

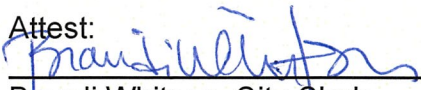
SNOHOMISH COUNTY

By: 
Linda Redmon, Mayor

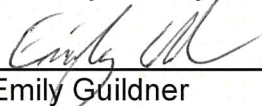
By: _____
Dave Somers, County Executive

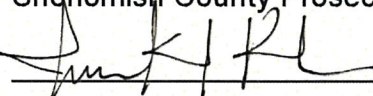
Date: 21 September 2022

Date: _____

Attest: 
Brandi Whitson, City Clerk

Attest: _____

Approved as to form:
Attorney for City of Snohomish

Emily Guildner

Approved as to form:
Snohomish County Prosecutor's Office
 09/13/2022

FIRE PROTECTION DISTRICT NO. 4

By: 
Don Waller, Fire Chief

Date: 9/20/22

Attest: 

Approved as to form:
Attorney for Fire District

APPENDIX A

FEE SCHEDULE/HOURLY RATE

2022	2023	2024	2025	2026
125.00	130.00	135.00	140.00	145.00

APPENDIX B
Sample Form of Amendment

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SNOHOMISH, FIRE PROTECTION DISTRICT NO.4, AND
SNOHOMISH COUNTY CONCERNING PROVISION
OF FIRE INVESTIGATION SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF SNOHOMISH, FIRE PROTECTION DISTRICT NO.4, 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"), the City of Snohomish, a political subdivision of the State of Washington (the "City"), and the Fire Protection District No. 4, a Washington fire protection district (the "Fire District").

RECITALS

- A. The County, the City and the Fire District are parties to the "Interlocal Agreement Between the City of Snohomish, Fire Protection District No. 4, and Snohomish County Concerning Provision of Fire Investigation Services" executed on _____, 2022 (the "Original Agreement").
- B. Pursuant to Section 10 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County, the City, and the Fire District now desire to amend the Original Agreement to extend the Term [INSERT REASON].
- D. The County, the City, and the Fire District now desire to amend the Original Agreement to adopt a new fee schedule due to [INSERT REASON].
- E. [INSERT ANY OTHER PERTINENT RECITALS.]

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, the City, and the Fire District agree as follows:

Section 1. EXTENSION OF TERM

The County, the City and the Fire District 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 December 31, [INSERT NEW EXPIRATION YEAR].

Section 2. ADOPTION OF NEW FEE SCHEDULE

The County, the City and the Fire District 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, the City, and the Fire District have executed this Amendment as of the day and year first written above.

[Remainder of this page intentionally left blank]

CITY OF SNOHOMISH

SNOHOMISH COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title:

Title: Director, Department of Planning
And Development Services

FIRE PROTECTION DISTRICT NO. 4

By: _____

Name: _____

Title: