

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 22-389

CONCERNING THE CONSOLIDATION OF FIRE INVESTIGATION SERVICES;
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL
AGREEMENT WITH SNOHOMISH REGIONAL FIRE & RESCUE AND TERMINATE
INTERLOCAL AGREEMENT WITH FORMER LAKE STEVENS FIRE PROTECTION
DISTRICT NO. 8 ASSIGNED TO SNOHOMISH REGIONAL FIRE & RESCUE

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 Snohomish Regional Fire and Rescue (the “District”) in compliance with chapter 19.27 RCW; and

WHEREAS, the IFC and RCW 43.44.050 require 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, the 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; and

WHEREAS, the “Interlocal Agreement between Lake Stevens Fire (Fire Protection District No. 8) and Snohomish County Concerning the Provision of Fire Investigation Services” executed on September 26, 2018 (“Lake Stevens Fire ILA”) was assigned to the District upon the merger of the Lake Stevens Fire Protection District No. 8 into the District and is in effect until December 31, 2023; and

WHEREAS, the District does not currently have an agreement with the County to preform fire investigation services throughout the entirety of the District’s jurisdictional boundaries and other jurisdictions that the District serves by contract; and

WHEREAS, the County and the District intend to enter into a new agreement for fire investigation services that will replace and supersede the Lake Stevens Fire ILA and include an updated fee schedule that reflects the actual cost to the County for performing fire investigation services; and

WHEREAS, 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 (8); and SCC 30.53A.176;

NOW THEREFORE, ON MOTION:

Section 1. In connection with the consolidation of fire investigation services with the District, the County Council approves and authorizes the County Executive, or designee, to sign and execute a new agreement with the District entitled "Interlocal Agreement Between Snohomish Regional Fire & Rescue and Snohomish County Concerning Provision of Fire Investigation Services" in substantially the form attached hereto as Exhibit A.

Section 2. In connection with the consolidation of fire investigation services with the District, the County Council approves and authorizes the County Executive, or designee, to terminate the "Interlocal Agreement Between Lake Stevens Fire and Snohomish County Concerning the Provision of Fire Investigation Services" executed on September 26, 2018, and currently assigned to the District, consistent with the terms of that agreement.

PASSED this 20th day of September, 2022.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Asst. Clerk of the Council

**EXHIBIT A
to
MOTION NO. 22-389**

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH REGIONAL FIRE & RESCUE
AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION
SERVICES**

**INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH REGIONAL FIRE & RESCUE
AND SNOHOMISH COUNTY
CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN SNOHOMISH REGIONAL FIRE & RESCUE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Agreement") is made and entered into as of this 14th day of July, 2022, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Snohomish Regional Fire & Rescue, a special purpose district political subdivision of the State of Washington, (the "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 District 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. The 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 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.

D. Under other circumstances, either 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. In the event that either party 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.

E. This Agreement is intended to replace and supersede the "Interlocal Agreement Between Lake Stevens Fire (Fire Protection District No. 8) and Snohomish County Concerning the Provision of Fire Investigation Services" executed on September 26, 2018, and in effect until December 31, 2023 ("Lake Stevens Fire ILA"). The Lake Stevens Fire ILA was assigned to the District upon the merger of Lake Stevens Fire Protection District No. 8 into the District. The parties agree to utilize the terms of this Agreement upon its execution until such time as the County takes action to terminate the Lake Stevens Fire ILA in accordance with the terms of that 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 (8); 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 District and the County agree as follows:

Section 1. SCOPE OF SERVICES FOR FIRE INVESTIGATION

- 1.1 The District's requests for Fire Investigation Services (as such term is defined in Section 1.2 below) will be made by the incident commander, or any fire command officer. The term "fire command officer" means lieutenant, captain, chief fire officer, or qualified acting 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 qualified OCFM personnel who provide Fire Investigation Services to the 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 District in providing Fire Investigation Services to the District 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 District and OCFM personnel shall work cooperatively in any fire investigation conducted pursuant to this Agreement. The District 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 District hereby authorizes said OCFM personnel to investigate fires for origin and cause, and perform, within the jurisdictional boundaries of the District as those boundaries may be adjusted throughout the term of this Agreement, all other Fire Investigation Services that the District has expressly requested or that are incidental to the performance of the Fire Investigation Services the District has expressly requested.
- 1.7 In addition, the District hereby authorizes OCFM to provide Fire Investigation Services described in this Section 1 outside the jurisdictional boundaries of the District but within any area served by the District under a separate contract or agreement to provide fire investigation services; PROVIDED such contract or agreement authorizes the District to assign its fire investigation obligations to OCFM as a third party, and the County is provided a copy of the contract or agreement.

Section 2. COMPENSATION

- 2.1 The District 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 District 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 District 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 District.
- 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

District: Snohomish Regional Fire & Rescue
 Accounts Payable
 163 Village Court
 Monroe, WA 98272

Section 3. MUTUAL AID INVESTIGATION ASSISTANCE

3.1 The parties 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 firsthand observations and conclusions not otherwise available to the Requesting Party).

3.3 Should either the 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 and the 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 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 District's participation in said pool.
- 4.3 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 5. INDEMNIFICATION AND LIABILITY

- 5.1 District Held Harmless. The County shall indemnify and hold harmless the 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 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 District, the County shall defend the same at its sole cost and expense; provided that the 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 District, and its officers, agents, and employees, or any of them, or jointly against the 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 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 District, 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 District 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 District and their respective officers, agents, and employees, or any of them, the District shall satisfy the same.

- 5.3 Liability Related to the 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 District from any liability or responsibility which arises in whole or in part from the existence or effect of the 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 District ordinance, policy, rule or regulation is at issue, the District shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the District, the County, or both, the District shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 5.4 Liability Related to the County Ordinances, Policies, Rules and Regulations. In executing this Agreement, the District does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County 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 County ordinance, policy, rule or regulation is at issue, the County shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the District, the County, or both, the County shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 5.5 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 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 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

Both 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 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 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 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party. In that event, the District 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 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 14 below.
- 10.4 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 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

District: Snohomish Regional Fire & Rescue
Assistant Chief of Planning
163 Village Court
Monroe, WA 98272

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 Fire Chief or his/her designee is the 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 District 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 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, either 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

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 District 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 herein.

SNOHOMISH REGIONAL FIRE & RESCUE

SNOHOMISH COUNTY

By: 
Kevin K. O'Brien, Fire Chief

By: _____
Dave Somers, County Executive

Date: 7/14/22

Date: _____


Attest: 

Attest: _____

Approved as to form:
Brian Snure, Snure Law Office, PSC

DocuSigned by:
Brian Snure
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Approved as to form:
Snohomish County Prosecutor's Office

 5/10/2022

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 SNOHOMISH REGIONAL FIRE & RESCUE
AND SNOHOMISH COUNTY CONCERNING PROVISION
OF FIRE INVESTIGATION SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SNOHOMISH REGIONAL FIRE & RESCUE 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 Snohomish Regional Fire & Rescue, a special purpose district and a political subdivision of the State of Washington, (the "District").

RECITALS

- A. The County and the District are parties to the "Interlocal Agreement Between Snohomish Regional Fire & Rescue 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 and the District now desire to amend the Original Agreement to extend the Term [INSERT REASON].
- D. The County and the 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 and the District agree as follows:

Section 1. EXTENSION OF TERM

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

SNOHOMISH REGIONAL FIRE & RESCUE

SNOHOMISH COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title:

Title: Director, Department of Planning
And Development Services