

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 26-248

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL AGREEMENT WITH SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 4 AND TO TERMINATE THE INTERLOCAL AGREEMENT WITH THE CITY OF SNOHOMISH, FIRE PROTECTION DISTRICT NO. 4, AND SNOHOMISH COUNTY

WHEREAS, the International Fire Code (IFC), as adopted by the Washington State Building Code Council, is in effect within the jurisdictional boundaries and areas served by Snohomish County and Fire Protection District No. 4 (the "Fire 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 those findings in a report authored by a qualified fire investigator, and the Fire District has a contractual obligation to provide such services within the City of Snohomish; and

WHEREAS, 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; and

WHEREAS, under other circumstances, either 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; and

WHEREAS, the City of Snohomish, the Fire District, and the County previously entered an interlocal agreement for fire investigation services titled "Interlocal Agreement Between the City of Snohomish, Fire Protection District No. 4, and Snohomish County Concerning Provision of Fire Investigation Services," on September 21, 2022, that remains in effect until December 31, 2026 (the "Original Agreement"); and

WHEREAS, the County and the Fire District have negotiated the terms of a new interlocal agreement for fire investigation services titled "Interlocal Agreement Between Snohomish County Fire Protection District No. 4 and Snohomish County Concerning Provision of Fire Investigation Services" (the "Agreement"); 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 SCC 30.53A.176; and

WHEREAS, the Agreement establishes a direct interlocal agreement between the County and the Fire District for provision of fire investigation services requested by the Fire District, including within the City of Snohomish; and

WHEREAS, the Agreement will supersede and replace the Original Agreement in its entirety and the parties agree that execution of the Agreement will constitute the thirty (30) days' written notice required to terminate the Original Agreement pursuant to Section 9 of the Original Agreement; and

WHEREAS, the parties further agree that during any period in which both the Agreement and the Original Agreement remain in effect, all terms and conditions of the Agreement will govern and control until the Original Agreement is terminated.

NOW THEREFORE, ON MOTION:

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

Section 2. By and through the execution of the new agreement as set forth in Section 1 of this Motion, the County Council approves and authorizes the County Executive, or designee, to terminate the "Interlocal Agreement Between the City of Snohomish, Fire Protection District No. 4, and Snohomish County Concerning Provision of Fire Investigation Services" executed on September 21, 2022, consistent with the terms of that agreement.

PASSED this ___ day of _____, 2026.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Council Chair

ATTEST:

Deputy Clerk of the Council

EXHIBIT A

To

MOTION NO. 26-248

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

[See Attached]

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

THIS INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 4 AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Agreement") is made and entered into as of this 13th day of April, 2026, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Snohomish County 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 Fire District in compliance with chapter 19.27 RCW.

B. The IFC and RCW 43.44.050 require 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. The Fire District has a contractual obligation to provide such services within the city limits of Snohomish and this Agreement is intended to cover services within the city of Snohomish.

C. 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. 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.

D. Under other circumstances, either 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 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 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.

F. The County, the Fire District, and the City of Snohomish previously entered an interlocal agreement for fire investigation services titled "Interlocal Agreement Between the City of Snohomish, Fire Protection District No. 4, and Snohomish County

Concerning Provision of Fire Investigation Services,” executed on September 21, 2022, and remains in effect until December 31, 2026 (the “Original Agreement”).

G. The parties desire to enter into this Agreement to streamline the provision and administration of fire investigation services between the Fire District and the County.

H. This Agreement will supersede and replace the Original Agreement in its entirety. The parties agree that execution of this Agreement will constitute the thirty (30) days’ written notice required to terminate the Original Agreement pursuant to Section 9 of the Original Agreement. The parties agree that during any period in which both Agreements remain in effect, all terms and conditions of this Agreement will govern and control upon execution, until the Original Agreement is terminated.

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, Fire District and the County agree as follows:

Section 1. SCOPE OF SERVICES FOR FIRE INVESTIGATION

- 1.1 Fire District’s requests for Fire Investigation Services (as such term is defined in Section 1.2 below) will be made by Chief Officer, or any fire command officer. The term “fire command officer” means the Incident Commander 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 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 Fire District in providing Fire Investigation Services to Fire 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 Fire District and OCFM personnel shall work cooperatively in any fire investigation conducted pursuant to this Agreement. Fire 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 Fire District hereby authorizes said OCFM personnel to investigate fires for origin and cause, and perform, within the jurisdictional boundaries of the city of Snohomish as those boundaries may be adjusted throughout the term of this Agreement, all other Fire Investigation Services that Fire District has expressly requested or that are incidental to the performance of the Fire Investigation Services Fire District has expressly requested.

Section 2. COMPENSATION

- 2.1 Fire 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 Fire 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 Fire 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 Fire 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

Fire District: Snohomish County Fire Protection District No. 4
 327 4th St
 Snohomish, WA 98290

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 INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO.4 AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES - Page 3

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 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 and 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.

Section 5. INDEMNIFICATION AND LIABILITY

- 5.1 Fire District Held Harmless. The County shall indemnify and hold harmless Fire 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 Fire District, the County shall defend the same at its sole cost and expense; provided that 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 Fire District, and its officers, agents, and employees, or any of them, or jointly against 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. 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 Fire 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, Fire 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 Fire District and their respective officers, agents, and employees, or any of them, Fire District shall satisfy the same.
- 5.3 Liability Related to 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 Fire District from any liability or responsibility which arises in whole or in part from the existence or effect of 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 Fire District ordinance, policy, rule or regulation is at issue, Fire District shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Fire District, the County, or both, 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 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, 2028, 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, Fire 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

Fire District: Snohomish County Fire Protection District No. 4
327 4th St
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 Fire Chief, or his/her designee is 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 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 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, 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 Fire 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 upon execution by the parties and being posted on the Snohomish County Council website pursuant to the Interlocal Cooperation Act, RCW 39.34.040.

SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT NO.4

SNOHOMISH COUNTY

By: 

By: _____

Don Waller, Fire Chief

Dave Somers, County Executive

Date: 4-15-26

Date: _____

Attest:

Attest:

Approved as to form:
Attorney for Fire District

Approved as to form:
Snohomish County Prosecutor's Office

APPENDIX A

FEE SCHEDULE/HOURLY RATE

2026	2027	2028
\$216.00	\$227.00	\$238.00

APPENDIX B
Sample Form of Amendment

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

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY 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"), and Snohomish County Fire Protection District No. 4, a Washington fire protection district (the "Fire District").

RECITALS

- A. The County and Fire District are parties to the "Interlocal Agreement Between Snohomish County Fire Protection District No. 4 And Snohomish County Concerning Provision Of Fire Investigation Services" executed on _____, 20___ (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 amendments to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County and Fire District now desire to amend the Original Agreement to extend the Term [INSERT REASON].
- D. The County and 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 and Fire District agree as follows:

Section 1. EXTENSION OF TERM

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

SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT NO.4

SNOHOMISH COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title:

Title: Director, Department of Planning
And Development Services