

AGREEMENT FOR FIRE INVESTIGATION SERVICES

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the City of University Place, a municipal corporation of the State of Washington, (hereinafter referred to as "City")

WHEREAS, RCW 48.48.060(1)(a) provides that the chief of a fire department has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the city limits of the City; and

WHEREAS, RCW 48.48.060(1)(b) provides that the county fire marshal or other fire official so designated by the county legislative authority has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the unincorporated areas of the county; and

WHEREAS, RCW 48.48.060(3) provides that cities, towns, and counties may enter into interlocal agreements to meet the responsibility required by RCW 48.48.060; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County provide fire investigation services within the City of University Place jurisdiction in the event of a fire or explosion or related occurrence; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the determination of origin and cause of fires, explosions or related occurrences and to conduct such investigations in a competent manner and to pursue such fire investigations to a reasonable conclusion.
2. Duration. The duration of this agreement shall be that period commencing on the 1st day of January 2006 and terminating at midnight on the 31st day of December 2010, unless this agreement is sooner extended or terminated in accordance with the terms hereof.
3. Definitions. As used in this agreement, the following definitions will apply.
 - A. "Fire Investigation" means the process of determining the origin, cause, development and circumstances of a fire or explosion and following the facts to a reasonable conclusion.
 - B. "Fire Investigator" means an employee of the Pierce County Fire Prevention Bureau fully trained and equipped to conduct competent, complete and accurate fire investigations.
 - C. "On-Call" means a Fire Investigator immediately available for response (or consultation) to a fire investigation or related incident 24 hours per day, 7 days per week, 365 days per year.
4. Employment Status. The Fire Marshal and all Fire Investigators who provide fire investigation services under this Agreement are employees of Pierce County. The County shall have sole responsibility for training, equipping and supervising its employees in the conduct of fire investigation services under this Agreement. The City shall have no supervisory responsibility over these County employees. City employees shall not supervise these County employees in any manner. Pierce County shall be solely responsible for complying with all applicable employment laws, both statutory and common law, and safety regulations pertaining to these County employees.

5. Duties of the County. County shall:

- A. Provide fire investigation services in a professional manner and fashion utilizing recognized techniques, practices and skills as associated with fire investigation throughout the United States.
- B. Provide Fire Investigators to respond to fire investigation incidents within the City of University Place 24 Hours per day, 365 days per year at the request of Pierce County Fire District #3.
- C. Provide all necessary training, equipment and supplies required to respond to and to conduct professional fire investigations of the cause and origin of fires.
- D. Supervise all Fire Investigators performing services pursuant to this agreement.
- E. Cooperate with law enforcement agencies relating to criminal investigations and prosecutions for fires of suspicious origin that occurred within the City including preparing reports and testifying at trial.
- F. Provide additional support and resources (staffing and material) as necessary to conduct complete, quality fire investigations.
- G. Provide copies of all reports completed by Fire Investigators related to fire investigations within City.
- H. Provide expert testimony in court relative to fire investigations conducted in City.
- I. Train Pierce County Fire District #3 personnel in Fire Investigation and Arson Recognition.

6. Duties of the City. The City shall pay Pierce County for fire investigation services provided pursuant to this agreement per the following:

City shall pay County, upon execution of this agreement, the sum of \$1,791.35 per fire investigation per year for all services rendered under the terms of this agreement. The number of Fire investigations are based on the average past five years, not taking into account the most recent year. Payment is due and payable on January 31, 2006 and on the same schedule for subsequent years of the contract. Annual increases for subsequent years shall be based upon the growth in the previous years January to December Consumer Price Index for the Seattle urban area (as available), and upon the average number of fire investigation responses by County to City for the past five years, using a rolling average method of calculation; and/or based upon modifications in the annual work plan as agreed upon by the parties.

7. Termination. Either party may terminate this agreement upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County, to: Pierce County, DEM Director
2501 S 35th St
Tacoma, WA 98409

If to City of University Place: City of University Place
Office of the Mayor
3715 Bridgeport Way W
University Place, WA 98466

8. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

9. Hold Harmless and Indemnification. Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions, each party shall defend, indemnify and hold harmless the other from liability or any claim, demand or suit arising because of said parties negligence. Each party shall promptly notify the other of any such claim.

10. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

11. Breach of Contract. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

12. Records Management. County shall provide copies of all complete fire investigation reports prepared by County to City. City shall be the custodian of such complete fire investigation reports pursuant to State law. County shall release no reports or information concerning any fire investigation performed for City without written authorization by City.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Date this 9th day of February, 2006.

PIERCE COUNTY

By [Signature] Date 2/14/06
Wayne A. Wienholz
Fire Marshal

By [Signature] Date 2/21/06
Steven C. Bailey
Director of Emergency Management

By [Signature] Date _____
Prosecuting Attorney (as to form)

M By [Signature] Date 3-6
Patrick Kenney, Budget Director

By [Signature] Date _____
John Ladenburg
Pierce County Executive
(550,000 or more)

CITY OF UNIVERSITY PLACE

By [Signature] Date 2/9/06
Robert W. Jean
City Manager

By [Signature] Date 3/13/06
Sarah Ortiz
City Clerk

Approved as to form:

By [Signature] Date _____
Janean Polkinghorn
City Attorney

ATTACHMENT "A"

City of University Place

2006 – 2010 Fire Investigation Services Work Plan

1. Provide an On-Call Fire Investigator(s) available to respond to Fire Investigation incidents 24 hours per day, 365 days per year.
2. Provide all necessary training, equipment and supplies required to respond to and conduct complete, quality Fire Investigations.
3. Provide appropriate supervision of Fire Investigation Services program and assigned personnel.
4. Provide necessary assistance to City of University Place law enforcement and prosecution personnel as it relates to Fire Investigations.
5. Provide additional support and resources (staffing and material) as necessary to conduct complete, quality Fire Investigations.
6. Provide copies of all reports completed by Fire Investigators related to Fire Investigations within City.
7. Provide Expert testimony in court relative to Fire Investigations conducted in City.
8. Provide training for City's fire department personnel in Fire Investigation and Arson recognition.