RESOLUTION NO. 798

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE APPROVING AN AGREEMENT FOR FIRE INVESTIGATION SERVICES BETWEEN THE CITY OF UNIVERSITY PLACE AND PIERCE COUNTY

WHEREAS, the City has jurisdiction over the investigation of origin, cause, circumstances, and extent of loss of all fires within the City limits; and

WHEREAS, State law allows cities and counties to enter into agreements to meet the responsibility to investigate the origin, cause, circumstances, and extent of loss of all fires within the city limits of the City; and

WHEREAS, the City of University Place has historically contracted with Pierce County for those services, and has enjoyed good service; and

WHEREAS, under the proposed new Agreement, a trained and qualified fire investigator will be 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; and

WHEREAS, the proposed new Agreement also incorporates an improved call-out policy which sets better objective standards for when a fire investigation is warranted under the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

- 1. <u>Incorporation</u>. The recitals are hereby incorporated herein as if set forth in full.
- 2. <u>Approval of Agreement</u>. The Agreement for Fire Investigation Services between the City of University Place and Pierce County is hereby approved substantially in the form attached hereto.
- 3. <u>Effective Date</u>. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL ON NOVEMBER 16, 2015.

Denise McCluskey, Mayor

ATTEST:

APPROVED AS TO FORM:

ita Genetia, City Clerk

Steve Victor City Attorney

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, City of University Place, a municipal corporation of the State of Washington, (hereinafter referred to as "City")

WHEREAS, RCW 43.44.050(1)(a) provides that within a city 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 43.44.050(1)(b) provides that within the unincorporated areas of the county, 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 43.44.050(3) provides that cities, towns, agencies, and counties may enter into interlocal agreements to meet the responsibility required by RCW 43.44.050; and

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

IT IS HEREBY AGREED AS FOLLOWS:

- 1. <u>Purpose.</u> 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. <u>Duration.</u> The duration of this agreement shall be that period commencing on the 1st day of <u>January 2016</u> and terminating at midnight on the 31st day of <u>December 2020</u> 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.
- D. "Fire Investigation Response" means when calculating the history of fire investigations, only fire investigations that meet the criteria in the Fire Investigation Policy, Attachment B, shall be counted.

- 4. <u>Services.</u> County shall 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. County shall perform all services as specified in Attachment "A".
- 5. <u>Records Management.</u> 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.
- 6. <u>Compensation.</u> During 2016, the City shall pay County upon execution of this agreement the sum of \$1,749.01 per fire investigation for all services rendered under the terms of this agreement, based on a rolling average of the past 5 year fire investigation response history within the City. The rolling average for the past five years is 7.4 fire investigations per year. Payment is due and payable on January 31, 2016 in the amount of \$12,942.68 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 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. <u>Termination.</u> 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

Office of the Director of Emergency Management

2501 S 35th St, Suite D Tacoma, WA 98409

If to City, to:

City of University Place

Jennifer Hales

3715 Bridgeport Way West University Place, WA 98466

- 8. <u>Renewal.</u> 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. <u>Hold Harmless and Indemnification.</u> Except in those situations where 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. <u>General.</u> 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. <u>Breach of Contract.</u> 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.

IN WITNESS WHEREC			
such parties acting by their repre			•
Dated this day of		-	
PIERCE COUNTY			
		City of University Pla	ace
Recommended:		Approved:	
		By City Manager	_ Date
Approved as to legal form only:			
Ву	Date	By	Date
Deputy Prosecuting Attorney	/	City Attorney	
Recommended:			
Ву	Date	By	Date
Budget & Finance			
Approved:			
Ву	Date		
Lowell Porter	<u></u>		
Director			

ATTACHMENT "A"

City of University Place

2016 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 District 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 Cities.
- 7. Provide Expert testimony in court relative to Fire Investigations conducted in Cities.
- 8. Provide training for District's fire department personnel in Fire Investigation and Arson recognition.

ATTACHMENT "B"

FIRE INVESTIGATION CALL OUT POLICY

Effective Date: July 17, 2014

FIRE PREVENTION BUREAU
POLICY 5001

Section 5000-5999

Cancels: any and all previous

Page: l of l

Approved by: Wa Wa



SCOPE

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PURPOSE

Call Out criteria for fire investigations

POLICY

The following criteria are intended for use as a general guideline when requesting a Fire Investigator response within unincorporated Pierce County and contract cities or towns.

PROCEDURE

The call out procedure for the Pierce County Fire Marshal is as follows:

- Death or serious injury as a result of a fire.
- Recognized arson or incendiary fire.
- Significant fire in a commercial or residential building.
- Fire related incidents involving illegal activity or hazardous materials.
- · Fires of an unknown or undetermined cause.
- When requested by a PCSD Detective at the scene of the incident or local law
 enforcement of a contract city or town. Vehicle fires resulting in injuries or fatalities
 when assistance is requested by law enforcement; such as, WSP or PCSD.
- Fire involving multiple vehicles at a site or fires in the same geographic area or close proximity and time frame.
- An insured vehicle with a dollar loss of \$20,000 or more AND considered arson, suspicious or undetermined.
- Fire Protection systems that are out of service, impaired or malfunctioning when there is
 a life safety concern (if not a life safety threat, please contact our office by fax at 7982731 or telephone 798-7179). May be handled as a consult.