

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF DES MOINES
FOR PROVISION OF FIRE INVESTIGATION SERVICES**

THIS AGREEMENT is made and entered into this day by and between KING COUNTY, a home rule charter county and political subdivision of the State of Washington (hereinafter “the County”), and the City of Des Moines, a municipal corporation in the State of Washington (hereinafter “the City”).

WHEREAS, the City has requested that the County perform Fire Investigation Services on its behalf; and

WHEREAS, the County is willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized by the Interlocal Cooperation Act, RCW 39.34;

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, it is agreed by and between the County and the City as follows:

- I. The County shall provide the following fire investigation services to the City:
 - A. Provide personnel, resources and material deemed appropriate by the County to supply the level of fire investigation services specified under this Agreement.
 - B. Provide the same degree, type, and level of fire investigation service as is customarily provided to residents of unincorporated King County. These services are to be continuously available to the City every day of the year, both day and night. Services provided shall include the following:
 1. At least one County Fire Investigator will be available in an “on-call” status 24 hours per day to respond to requests for fire investigation in the City.
 2. Fire Investigators shall be responsible for the following, as appropriate:
 - a. Report to the Incident Commander or other Fire Department and/or Police personnel holding the fire scene;
 - b. Assume control of the fire scene upon approval of the Incident Commander;
 - c. Provide scene security;
 - d. Evaluate the scene for legal authority to continue the scene examination and prepare and obtain search warrants when required by law to do so;

- e. Conduct an Origin and Cause Investigation;
 - f. Photograph the fire scene;
 - g. Sketch the fire scene;
 - h. Collect evidence in those fires determined to be incendiary in cause;
 - i. Interview witnesses and/or suspects;
 - j. Prepare an Origin and Cause report for all fires and prepare such associated reports required by the King County Sheriffs Office and/or King County Prosecutor's Office;
 - k. Conduct the criminal follow-up investigation in those cities having an interlocal agreement with the King County Sheriff's Office; and, in those cities without a King County Sheriff's Office interlocal agreement, either conduct the criminal follow-up investigation or assist the local police agency with the criminal follow-up investigation as determined by the local police official; and
 - l. Assist the King County Prosecutor's Office in all criminal proceedings, including providing expert witness testimony during trial.
- 2. Fire Investigators shall be responsible for the following, as appropriate:
 - 3. The King County Fire Investigation Unit shall be responsible for compiling information and providing monthly Uniform Crime Reports to the King County Sheriff's Office on behalf of the City for the crime of Arson.

II. The City shall:

- A. Delegate to the County's fire investigation staff the authority and power to provide fire investigation services on behalf of the City as set forth in this Agreement.
- B. Provide police support as requested by the fire investigation staff assigned to work on cases/incidents in the City.
- C. Reimburse the County for the services provided pursuant to this Agreement at an annual amount of \$3,666; provided that annual reimbursement in any year following the initial year of this Agreement shall be recalculated as part of any agreement to extend the term of this Agreement pursuant to paragraph IV. The recalculated annual reimbursement amount shall be based upon the actual cost of King County providing specified services to the City and shall take into account, among other matters, the number of investigations and hours of service provided to the City in the prior year(s) and shall be consistent with the calculation method utilized in Appendix A of this Agreement or such method as the City and the County may agree upon for future years.

- III. Duration -- This Agreement shall take effect on the date signed by the parties and shall automatically terminate one year thereafter; provided that the parties agree to extend the duration of this Agreement for up to five additional one-year terms. Any such one year extension(s) shall be agreed to in writing prior to the otherwise applicable expiration date and shall include a recalculated annual rate of reimbursement as specified in paragraph II.C, above. The City Manager shall be authorized to approve any one year extension on behalf of the City prior to the expiration date.
- IV. Administration of Agreement -- This Agreement shall be administered on behalf of the City by the chief executive officer of the City or his/her designee and, on behalf of the County by the Director of the Department of Development and Environmental Services or his/her designee.
- V. Mutual Covenants -- Both parties understand and agree that the County is acting as an independent contractor.
- A. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;
 - B. All County persons rendering services under this Agreement shall be for all purposes employees of the County;
 - C. The County contact person for citizen complaints, service request and general information on fire investigation services is the Assistant Fire Marshal for the King County Fire Investigation Unit, or alternatively, the King County Fire Marshal;
 - D. The chief executive officer of the City may refer any problem relating to County services provided under this Agreement to the Director of the Department of Development and Environmental Services. In the event of a dispute between the parties as to the extent of the service to be rendered, or the minimum level or manner of performances of such service, the determination of the Director of the Department of Development and Environmental Services shall be final and conclusive in all respects.
- VI. Indemnification
- A. The County shall indemnify and hold harmless the City 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 reason of negligent acts or omissions of the County, its officers, agents and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City, the Department of Development and Environmental Services shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principal government or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against

the City and County and their respective officers, agents and employees, or any of them, for negligent acts or omissions of the County, the County shall satisfy the same.

- B. The City 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 reason of negligent acts or omissions of the City, its officer, agents and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains 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 City and their respective officer, agents and employees, or any of them, for negligent acts or omissions of the City, the City shall satisfy the same.
- C. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, 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 ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.

- VII. Complete Agreement -- The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded.

VIII. No Third Party Beneficiaries -- This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first herein above written.

King County

City of Des Moines

King County Executive

City Manager

Date
Approved as to Form

Date
Approved as to Form

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date