

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND SOUTH KING FIRE & RESCUE
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 South King Fire & Rescue, a fire district in the State of Washington, City of Federal Way (hereinafter “South King Fire & Rescue”).

WHEREAS, South King Fire & Rescue has requested that the County’s Fire Investigations Unit, under the King County Sheriff’s Office, (hereinafter “the Fire Investigations Unit”), perform fire investigation services on its behalf in the City of Federal Way (“Federal Way”); 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 chapter 39.34;

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, it is agreed by and between the County and South King Fire & Rescue as follows:

- I. **COUNTY OBLIGATIONS:** The King County Sheriff’s Office Fire Investigation Unit will:
 - A. Retain at least one fire investigator in an on-call status 24 hours per day, who will be available to respond as requested to investigate fires for South King Fire & Rescue in the Federal Way.
 - B. As requested, Fire Investigation Unit fire investigators are available to assume responsibility for the following:
 1. Report to the fire and/or police personnel holding the fire scene;
 2. Assume control of the fire scene;
 3. Provide scene security as needed;
 4. Evaluate the scene for legal authority to continue the scene examination and prepare and obtain search warrants when required by law to do so;
 5. Conduct an Origin and Cause Investigation, including;
 - Photograph the fire scene;
 - Sketch the fire scene;

- Collect evidence;
 - Interview witnesses and/or suspects;
 - Prepare an Origin and Cause Report and prepare an incident report in the KCSO incident reporting system.
6. Where the cause has been determined to be arson, turn findings over to the Federal Way Police Department (FWPD). Assist the FWPD with the criminal follow-up investigation as requested by FWPD or South King Fire & Rescue.
 7. In incidents involving death or serious injury when hospitalization was or is expected to be required, all reports, evidence, and photographs will be properly secured by the Fire Investigation Unit until the case has been forwarded to South King Fire & Rescue and/or FWPD.
 8. Assist the King County Prosecutor's office in criminal proceedings, including providing expert witness testimony during trial.
- C. Provide personnel, resources and material deemed appropriate by the County to supply the fire investigation services specified under this Agreement.
 - D. Compile information for cases which it has assumed responsibility for, and will provide crime reports to the Federal Way Police Department on behalf of the South King Fire & Rescue (City of Federal Way) for the crime of arson.
 - E. Provide a summary report for cases, which the Fire Investigations Unit has assumed responsibility, to South King Fire & Rescue, within 2 business days after each incident.

II. **SOUTH KING FIRE & RESCUE OBLIGATIONS:** South King Fire & Rescue hereby:

- A. Delegates to the Fire Investigation Unit staff the authority to provide fire investigation services on behalf of the South King Fire & Rescue in the Federal Way as set forth in this Agreement.
- B. Agrees to make a request to FWPD for police support when requested by the Fire Investigation Unit staff assigned to work on cases/incidents in Federal Way.
- C. Agrees to pay the County the sum indicated in Exhibit B, which shall be prorated based on the effective date of this Agreement. Annual reimbursement in years following the initial year of this Agreement shall be recalculated based upon the actual cost of King County providing specified services to the South King Fire &

Rescue, and shall be consistent with the calculation method utilized in Exhibit B attached hereto.

- III. **DURATION:** This Agreement shall take effect upon the date of the last signature below, and shall renew automatically on January 1st of each year unless terminated by either party as provided herein.
- IV. **TERMINATION:** Except as provided in Section IX, either party may terminate this Agreement upon 12 months' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- V. **MODIFICATION:** This instrument constitutes the entire Agreement between the parties and supersedes all prior Agreements. No modifications or amendment, except the annual Exhibit B update, shall be valid unless evidence in writing, properly agreed to and signed by both parties. In the event that either of the parties shall desire to re-negotiate any of the provisions of this Agreement, such party shall notify the other party in writing of its intent. Such request to re-negotiate shall not be considered a notice of termination.
- VI. **ADMINISTRATION OF AGREEMENT:** This Agreement shall be administered on behalf of the South King Fire & Rescue by the fire chief or his/her designee and, on behalf of the County by the King County Sheriff or his/her designee.
- VII. **MUTUAL COVENANTS:**
 - A. Both parties understand and agree that the County is acting as an independent contractor. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County. All County persons rendering services under this Agreement shall be for all purposes employees of the County; and
 - B. The County contact person for service requests and general information on fire investigation services is the King County Fire Investigation Unit supervisor, or alternatively, the KCSO Criminal Investigations Division, Major Investigations Section supervisor; and
 - C. The fire chief of the South King Fire & Rescue may refer any problem relating to County services provided under this Agreement to the King County Sheriff. 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 King County Sheriff shall be final and conclusive in all respects.

VIII. **INDEMNIFICATION**

- A. The County shall indemnify and hold harmless the South King Fire & Rescue 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 South King Fire & Rescue, the County shall defend the same at its sole cost and expense; provided that the South King Fire & Rescue retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the South King Fire & Rescue and its officers, agents, employees, or any of them, or jointly against the South King Fire & Rescue 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 South King Fire & Rescue 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 South King Fire & Rescue, its officers, 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 South King Fire & Rescue 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 laws 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 South King Fire & Rescue and their respective officers, agents and employees, or any of them, for negligent acts or omissions of the South King Fire & Rescue, the South King Fire & Rescue shall satisfy the same.
- C. Where any claims, demands, suits, and judgments result from the concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's negligence.

In executing this agreement, the County does not assume liability or responsibility for or in any way release the South King Fire & Rescue from any liability or responsibility which arises in whole or in part from the existence or effect of City of Federal Way 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 of Federal Way ordinance, rule or regulation is at issue, the South King Fire & Rescue shall defend the same at its sole expense and if judgment is entered or damages are awarded against the

South King Fire & Rescue, the County, or both, the South King Fire & Rescue shall satisfy the same, include all chargeable costs and attorney's fees.

- D. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 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.
- IX. **COUNCIL APPROPRIATION**: KCSO's obligations under this Agreement are conditional upon appropriation by the County Council of sufficient funds to support the activities described in this agreement. Should such appropriation not be approved, notwithstanding Section IV of this Agreement, the KCSO may terminate this Agreement immediately upon written notice to South King Fire & Rescue. If this Agreement is terminated pursuant to this Section, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- X. **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.
- XI. **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.
- XII. Exhibit B is the only exhibit to this Agreement and is incorporated into this Agreement as fully set forth. It may be replaced from time to time in accordance with this Agreement.

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

King County

South King Fire & Rescue

King County Executive

Fire Chief

Date

Date

King County Sheriff's Office

King County Sheriff

Date

King County Sheriff's Office Fire Investigations Services

Cost Exhibit B

Fire Investigation - 2019 Adopted Cost

Charging 1.25
FTE PLUS:
Supervision

CITY	2015	2016	2017	TOTAL	AVERAGES		2019A
	HOURS	HOURS	HOURS	HOURS	HOURS	% TOTAL	COSTS
Black Diamond	37.50	37.75	15.75	91.00	30.33	1.93	\$5,413
Burien	314.50	417.25	209.50	941.25	313.75	19.98	\$55,984
Carnation	0.00	7.50	0.00	7.50	2.50	0.16	\$446
Des Moines	152.00	222.50	231.75	606.25	202.08	12.87	\$36,059
Federal Way					300.00	19.10	\$53,531
Issaquah	16.25	37.25	50.75	104.25	34.75	2.21	\$6,201
Kenmore	99.00	32.75	26.25	158.00	52.67	3.35	\$9,398
Lake Forest Park	11.50	10.00	18.75	40.25	13.42	0.85	\$2,394
Maple Valley	109.75	64.50	105.50	279.75	93.25	5.94	\$16,639
Newcastle	16.25	47.00	31.50	94.75	31.58	2.01	\$5,636
North Bend	14.25	15.25	28.50	58.00	19.33	1.23	\$3,450
Sammamish	112.50	67.75	225.75	406.00	135.33	8.62	\$24,148
Shoreline	180.00	181.75	183.80	545.55	181.85	11.58	\$32,449
Skykomish	0.00	0.00	0.00	0.00	0.00	0.00	\$0
Snoqualmie	18.75	37.00	25.75	81.50	27.17	1.73	\$4,848
Woodinville	111.50	179.50	106.75	397.75	132.58	8.44	\$23,658
TOTAL	1,193.75	1,357.75	1,260.30	3,811.80	1,570.60	100.00	\$280,252

Year to year comparison

CITY	2018A	2019A	Increase/ (Decrease) Over Prior Year	% Increase over PY
Black Diamond	\$4,625	\$5,413	\$788	17%
Burien	\$56,401	\$55,984	-\$417	-1%
Carnation	\$476	\$446	-\$30	-6%
Des Moines	\$40,960	\$36,059	-\$4,901	-12%
Federal Way	\$0	\$53,531	\$53,531	
Issaquah	\$4,993	\$6,201	\$1,207	24%
Kenmore	\$9,480	\$9,398	-\$82	-1%
Lake Forest Park	\$1,675	\$2,394	\$719	43%
Maple Valley	\$13,674	\$16,639	\$2,965	22%
Newcastle	\$4,502	\$5,636	\$1,134	25%
North Bend	\$5,085	\$3,450	-\$1,636	-32%
Sammamish	\$14,473	\$24,148	\$9,676	67%
Shoreline	\$30,528	\$32,449	\$1,921	6%
Skykomish	\$0	\$0	\$0	
Snoqualmie	\$6,545	\$4,848	-\$1,698	-26%
Woodinville	\$23,322	\$23,658	\$335	1%
TOTAL	\$216,739	\$280,252	\$63,513	29%

* Cities are charged the adopted cost per the contract. Adopted Exhibits will be sent in Spring 2019.

Added Federal Way in 2019