

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 14-122

MOTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL  
AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY  
CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES

WHEREAS, the International Fire Code ("IFC") requires local jurisdictions, including Snohomish County (the "County") and the City of Marysville (the "City"), to investigate the origin, cause and circumstances of fire events occurring within their respective jurisdictions and document those findings in a report authored by a fire investigator; and

WHEREAS, the County Council, through SCC 30.53A.176, has authorized the County Fire Marshal to perform such investigative functions in other jurisdictions if agreement is reached with such jurisdiction under the terms of an interlocal agreement; and

WHEREAS, the City desires to engage the County to perform the required investigative functions because due to the simultaneous occurrence of multiple fire events, as well as staffing fluctuations and/or other reasons the City occasionally does not have qualified personnel available to perform the investigative functions, and the County is willing to perform such investigative functions, required by the IFC in such events; and

WHEREAS, under other circumstances, either the City or the County may have qualified personnel available to perform some or all of the investigative functions required by the IFC, but may desire assistance in performing those functions; and

WHEREAS, the City and County have negotiated the terms of an "Interlocal Agreement between the City of Marysville and Snohomish County Concerning Provision of Fire Investigation Services;"

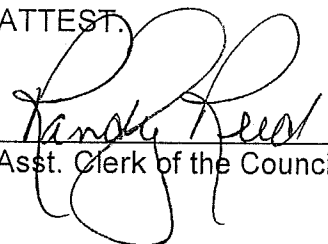
NOW, THEREFORE, ON MOTION, the Snohomish County Council hereby approves and authorizes the County Executive to sign the "Interlocal Agreement between the City of Marysville and Snohomish County Concerning Provision of Fire Investigation Services," in substantially the form attached hereto as Exhibit A.

PASSED this 23<sup>rd</sup> day of April, 2014.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Council Chair

ATTEST.

  
\_\_\_\_\_  
Asst. Clerk of the Council

# EXHIBIT A

## INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Agreement") 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 the City of Marysville, a Washington municipal corporation (the "City").

### RECITALS

A. The County and City have adopted the International Fire Code (the "IFC") for use within their respective jurisdictions in compliance with chapter 19.27 RCW.

B. The IFC requires local jurisdictions, including the County and City, to investigate the origin, cause, and circumstances of fire events occurring within their respective jurisdictions and document those findings in a report authored by a qualified fire investigator.

C. The City occasionally does not have qualified personnel available to perform the investigative functions required by the IFC, due to the simultaneous occurrence of multiple fire events, staffing fluctuations and/or other reasons. The City, 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. In certain circumstances, either the City or the County have qualified personnel available to perform some or all of the investigative functions required by the IFC, but may desire mutual aid assistance in performing those functions. In the event that either party desires mutual aid assistance in performing the investigative functions required by the IFC, 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 and RCW 43.44.050.

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- 1.6 The City hereby authorizes said OCFM personnel to investigate fires for origin and cause, and perform, within the City's jurisdictional boundaries all other Fire Investigation Services that the City has expressly requested or that are incidental to the performance of the Fire Investigation Services the City has expressly requested.

## Section 2. COMPENSATION

- 2.1 The City 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 the City 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 The City 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 the City.
- 2.6 All billing invoices and payments shall be delivered to the following:

County: Snohomish County  
Planning and Development Services, Accounting  
M/S 604, 3000 Rockefeller Ave.  
Everett, WA 98201-4046

City: Marysville Fire District  
1094 Cedar Ave  
Marysville, WA 98270-4301

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- 3.8 Notwithstanding, anything to the contrary contained elsewhere in this Section 3, the County and City 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.
- 4.2 The City is part of a Public Entity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the City's participation in said pool.
- 4.3 The County self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The County maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County will provide a letter of self-insurance signed and executed by an authorized agent.

## **Section 5. INDEMNIFICATION AND LIABILITY**

- 5.1 City Held Harmless. 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 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 the City, the County shall defend the same at its sole cost and expense; provided that the City 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 the City, and its officers, agents, and employees, or any of

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## **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, 2019, unless the parties renew or amend the Agreement in accordance with the terms of Section 10. Changes to Appendix A are subject to Section 14 below.
- 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, the City 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

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by the party against whom such modification is sought to be enforced.

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IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

By: \_\_\_\_\_  
Jon Nehring, Mayor

By: \_\_\_\_\_  
John Lovick, County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
\_\_\_\_\_

Attest:  
\_\_\_\_\_

Approved as to form:  
City's Attorney

Approved as to form:  
Snohomish County Prosecutor's Office

\_\_\_\_\_

\_\_\_\_\_

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## APPENDIX B Sample Form of Amendment

### AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE 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 the City of Marysville, a Washington municipal corporation (the "City").

#### RECITALS

- A. The County and City are parties to the "Interlocal Agreement Between the City of Marysville 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 an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County and City now desire to amend the Original Agreement to extend the Term [INSERT REASON].
- D. The County and City now desire to amend the Original Agreement to adopt a new fee schedule due to [INSERT REASON].
- E. [INSERT ANY OTHER PERTINENT RECITALS.]