

Return recorded document to:  
Mason County Community Services  
615 W. Alder St., Shelton, WA 98584

**INTERLOCAL AGREEMENT FOR FIRE INVESTIGATION SERVICES  
BETWEEN MASON COUNTY AND MASON COUNTY FIRE CHIEFS ASSOCIATION**

1. **Parties.** THIS AGREEMENT is entered into by Mason County ("County") and Mason County Fire Chiefs' Association ("Association") under the authority of the Interlocal Cooperation Act, RCW Chapter 39.34
2. **Recitals.** Whereas, the County and the Association have determined that it is in the best interest of the County and its citizens to work together in establishing an agreement to provide fire investigation services by the Association for the County.
3. **Authority.** Chapter 39.34 RCW permits local governmental units to make official use of their powers enabling them to cooperate with other localities on the basis of mutual advantage.
4. **Duration.** This agreement shall be in effect upon signature endorsement and shall terminate no later than December 31, 2019, unless mutually agreed upon by both parties to extend this agreement.
5. **Compensation.** The County shall pay the Association for services the maximum amount of \$79,000.00 per year (\$158,000 total for Contract), as identified on Exhibit A without prior written approval of the County. Fees for Services will be based on hours and expenses as shown on Exhibit A.
6. **Payment.** Within 30-days from receipt of a bill from the Association, the County will reimburse the Association for actual costs incurred.
7. **Purpose.** To establish a joint agreement for providing fire investigation services within the boundaries of Mason County.
8. **Scope of Work.**
  - 8.1 Investigation of origin, cause, circumstances and extent of loss from fire whether of civil or criminal nature.
  - 8.2 To ensure cooperation among the local Fire Districts, the State Fire Marshal and all state and County law enforcement and regulatory personnel.
9. **Criteria for Investigation.** One or more of the following must be present to require the services of a fire investigator:
  - 9.1 Loss of life or serious injury (civilian or fire personnel)
  - 9.2 Serial arson activity
  - 9.3 Suspicious or negligent activity, odor of flammable liquids, multiple fire locations, evidence of forcible entry.
  - 9.4 All structure fires that appear to exceed the threshold of \$10,000 as determined by the Incident Commander (IC) or Commanding Officer (CO) of the local fire district.

- 9.5 Request for immediate response shall be handled via page by the dispatch center upon request by the IC or CO.
10. **Hold Harmless.** Each party shall hold harmless and indemnify the other party, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the negligence of each party's employees, agents and volunteers. Provided, however, the Association's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents. In the event of concurrent negligence of the parties, the Association's obligations hereunder shall apply only to the percentage of fault attributable to their employees, agents and volunteers.
11. **Administration.** No separate legal or administrative entity is created by this Agreement. The Mason County Fire Chiefs Association and the Mason County Department of Community Services shall jointly administer this Agreement.
12. **Termination.** The parties may terminate this Agreement as follows:
- 12.1 **For Cause.** Either party may terminate this Agreement for a material breach thereof by the other party. Fifteen days written notice to the other party is required stating the intent to terminate for cause. The breaching party will be given the opportunity to cure its breach and if completed during the fifteen-day period the Agreement shall not terminate.
- 12.2 **For Convenience.** Either party may terminate this Agreement without cause at any time providing a fifteen-day written notice of such termination is submitted in advance.
13. **Insurance.** Each party shall independently acquire and maintain sufficient insurance coverage for all its respective operations, facilities, equipment and personnel.
14. **Notices.** Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:
- 14.1 **County.** Mason County Community Services  
615 W. Alder St.  
Shelton, WA. 98584
- 14.2 **Association.** Mason County Fire Chiefs Association  
P.O. Box 1822  
Shelton, WA 98584
15. **Severability.** If any provision of this agreement or its application is held invalid, then the remainder of the agreement or the application of the remainder of the agreement shall not be affected and shall remain in full force.
16. **Waiver.** No waiver of any provision of this agreement shall be valid unless it is in writing and signed by the person or party whom charged.
17. **Third Party Rights.** This Agreement shall not create any third party rights by any party that has not signed this Agreement.

Exhibit A

Fire Investigation 2018/2019 Budget

Tier I training	\$500.00/yr.
Tier II training	\$5250.00/yr.
Tier III training	\$9000.00/yr.
Tier I training; 8 hour "Protecting evidence for fire cause and determination".	
Tier II training; 40 hour basic investigation, vehicle fire investigations, courtroom testimony.	
Tier III training;	
1) Annual Conference for Tier III investigators – Certified Fire Investigator refresher training.	
2) Succession training, Tier II continued education for Tier III Certification. General education, scene examination, documentation, evidence collection, interview techniques, post-incident investigation and presentation. (NFPA 1033) and (NFPA 921)	
Tier III Stand-By Pay	\$5250.00/yr.
\$30 per day for 25 weeks of on call stand-by pay.	
Supplies/Uniforms	\$2500.00/yr.
Supplies for the actual investigations, uniforms/PPE for the tier 3 investigators	
Tier II Kits	\$2500.00/yr.
(Small tools, equipment, PPE for the tier 2 investigators)	
Investigator labor	
Tier III – Lead Certified Investigator	\$120.00 per hour
Tier II – Secondary Certified Investigator	\$60.00 per hour
\$120 per hour project 35 fire investigations	\$45,000.00/yr.
\$60 per hour project 10 fire investigations	\$9000.00/yr.
Projected total to investigate 35 fires is	\$54,000.00/yr
<b>Total Annual Budget</b>	<b>\$79,000.00/yr</b>
<b>Total 2018/2019 Budget</b>	<b>\$158,000.00</b>

18. **Modification.** This Agreement represents the entire agreement by both parties and shall not be modified, terminated or waived by either party without authorized written approval by representatives of both parties.
19. **Benefits.** This Agreement is entered into for the benefit of both parties to provide fire investigation services for all of Mason County during the duration of this agreement.

Dated this 7<sup>th</sup> day of November, 2017

BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON

ATTEST:


  
\_\_\_\_\_  
Mindi Brock, Clerk of the Board

Melissa Drewry

APPROVED AS TO FORM:

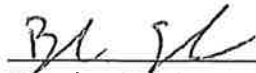
  
\_\_\_\_\_  
Randy Neatherlin, Commissioner


  
\_\_\_\_\_  
Kevin Shutt, Commissioner

  
\_\_\_\_\_  
Tim Whitehead, Deputy Prosecutor


  
\_\_\_\_\_  
Terri Drexler, Commissioner

MASON COUNTY FIRE CHIEFS ASSOCIATION

  
\_\_\_\_\_  
Brandon Searles, President

  
\_\_\_\_\_  
Scott Cooper, Vice-President

  
\_\_\_\_\_  
Tim McKern, Secretary

  
\_\_\_\_\_  
Clint Volk, Treasurer