

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 24-135

APPROVE THE INTERLOCAL AGREEMENT WITH
CITY OF CHEHALIS FOR FIRE INVESTIGATION
SERVICES FOR THE UNINCORPORATED AREAS
EXCLUDING THE SERVICE BOUNDARY OF
RIVERSIDE FIRE AUTHORITY

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the parties, Lewis County and the City of Chehalis, wish to enter into an Interlocal Agreement (ILA) to provide reliable fire investigation services to the unincorporated areas of Lewis County, excluding the service areas of the Riverside Fire Authority, on an as-requested basis; and

WHEREAS, the Board of County Commissioners (BOCC) has reviewed the attached ILA and it appears to be in the best interest of the public to enter into said agreement; and

WHEREAS, this agreement supersedes the Interlocal Agreement approved by Resolution No. 22-301.

NOW THEREFORE BE IT RESOLVED that the BOCC has determined that ILA with the City of Chehalis for the purpose of reliable fire investigation services to be in the best interest of the public; and

NOW THEREFORE BE IT FURTHER RESOLVED that the BOCC authorizes the County Manager to sign the ILA with the City of Chehalis on behalf of the County.

DONE IN OPEN SESSION this 7th day of May, 2024.

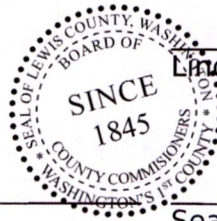
APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Barbara Russell
By: Barbara Russell,
Deputy Prosecuting Attorney

Scott J. Brummer
Scott J. Brummer, Chair

ATTEST:



Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester, CMC
Rieva Lester, CMC,
Clerk of the Lewis County Board of
County Commissioners

Sean D. Swope
Sean D. Swope, Commissioner

INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) is made and entered into between the City of Chehalis (hereinafter referred to as "City") and Lewis County (hereinafter referred to as "County"), both political subdivisions of the State of Washington, which may hereinafter be referred as the "parties." This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. This Agreement is intended to provide reliable fire investigation services to the residents of the unincorporated areas of Lewis County, excluding the boundary of the Riverside Fire Authority, on an as requested basis.

WHEREAS, regional fire authorities may enforce fire codes as provided under RCW 19.27, pursuant to RCW 52.26.090; and

WHEREAS, county governments generally must enforce the provisions of the International Fire Code in unincorporated areas of said counties, pursuant to RCW 19.27.110, but may enter into interlocal agreements delegating this authority to regional fire authorities; and

WHEREAS, the parties desire that the County delegate its fire investigation obligations of the fire code in unincorporated areas of the County to the City in accordance with RCW 19.27.110; and

WHEREAS, it is appropriate that in order to implement such an arrangement an Interlocal Agreement (Agreement) be executed between the parties setting forth the conditions and terms of that arrangement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and the County agree as follows:

1. **Purpose.** This Agreement is intended to ensure fire investigation services to the residents of unincorporated Lewis County excluding the service boundary of Riverside Fire Authority. No separate legal entity shall be created to implement the terms of this Agreement.
2. **Authorized Representatives.** The Director of Community Development for the County and the Fire Chief for the City shall provide joint oversight to administer this Agreement. No property shall be exchanged between the parties in furtherance of this Agreement. All communications about this Agreement shall be directed to the authorized representative. No contract actions by other persons shall be effective without written authorization by the represented party.
3. **Term.** The term of this Agreement and the performance thereof shall be limited to January 1, 2024 and expire December 31, 2029. This Agreement may be extended or renegotiated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

4. **Services and Responsibilities of the City.** The scope of services provided by the City within unincorporated Lewis County, excluding the service boundary of Riverside Fire Authority, addressed by this Agreement shall be as specified below:

- a. Investigation of the origin, cause, and circumstances and extent of loss from fire, pursuant to RCW 43.44.050 *Reports and investigation of fires-Police powers*, in cooperation with the state fire marshal, as well as state and county law enforcement and regulatory personnel.
- b. Provision for the on-call availability of a properly trained, experienced and equipped fire investigator, 24 hours per day, each and every day of the year representative.
- c. The City shall furnish and supply all necessary labor, supervision, equipment, communication services and supplies, and such administrative services as are necessary to maintain a proper level of fire investigation service to the unincorporated areas of Lewis County, excluding the Chehalis UGA and the Riverside Fire Authority Regional boundary.
- d. City shall submit to the County fire investigation report, invoicing that details the total investigation hours, hourly rate for investigation and mileage based on documented approved rates, within 30 days following completion of an investigation.
- e. Any operational concerns should initially be raised with the City's representative designated under Section 2 of this agreement. In addition, if regular meetings are deemed necessary by the County to discuss issues regarding fire investigation services, they will be arranged by representatives of the County Department of Community Development and City Fire Department representatives.

5. **Services and Responsibility of the County.** The County agrees to meet the following responsibilities under this Agreement:

- a. The County shall grant to the City Fire Department personnel assigned to provide fire investigation service the authority to investigate and enforce the provisions of RCW 43.44.050 *Reports and investigation of fires-Police powers*, including duties pertaining to civil and criminal fire investigations.
- b. The County shall provide to the City Fire Department personnel, assigned to fire investigation services, the assistance of the County Community Development Department and associated personnel necessary to assist the City in providing fire investigation services.
- c. The County shall assume, manage, and store fire investigation report(s) and investigative evidence.
- d. The County shall respond to public disclosure requests consistent with the adopted county policy.
- e. Criminal investigations will be directed to the County Sheriff's Office and Prosecuting Attorney.
- f. Provide for timely payments for the services provided for in this Agreement upon receipt of a properly constituted and prepared billing by the City. The estimated

total dollar amount of all work performed by the City for the County under this Agreement shall not exceed \$35,000 annually without prior written approval by the County. The annual limit may be increased by the of Community Development following Board of County Commissioners approval of a corresponding budget increase.

6. **Assignment and Subcontracting.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, entity without express and prior written approval of the County's Community Development Director and the City's Fire Chief.
7. **Modification.** Either party may request changes in this Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
8. **Termination for Public Convenience.** The City Fire Chief or the County Director of Community Development may terminate this Agreement upon 90 days' written notice whenever either party determines, at either party's sole discretion that such termination is in the interest of the City or the County.
9. **Defense and Indemnity Agreement.** Each party shall hold the other, its officials, employees and agents, harmless and shall indemnify the other, its officials, employees and agents, from any and all causes of action, judgments, claims, and damages arising out of its sole and solitary acts of omissions. Without limiting the foregoing, County acknowledges that County is solely responsible for all liability, costs, or expenses resulting from its sole acts or omissions, and that the City's responsibility hereunder is expressly limited to the provision of the services described in Section 4 of this Agreement.
10. **Venue and Choice of Law.** In the event any litigation should arise concerning the enforcement, breach, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. The law of the State of Washington shall govern this Agreement for all purposes.
11. **Miscellaneous.** There are no third-party beneficiaries to this Agreement. This Agreement is the entire agreement of the parties and may not be modified or contradicted except in a writing signed by both parties hereto. The failure of either party to insist upon strict performance of this Agreement shall not impact that party's right to insist upon strict performance at a later time. To the extent that any provision of this Agreement is declared by a court of competent jurisdiction to be unenforceable, that shall not impact the remaining provisions of the Agreement, which shall be deemed severable from any unenforceable provision. This Agreement may be executed in counterparts, i.e. in separate times and in separate places. This Agreement does not create actionable duties between the signatory parties or the public to provide a particular level of service in a particular instance. The recitals enumerated herein are for convenience only and shall not be construed as a part of this Agreement.

Notice and Deliverables. Any notices or deliverables to be given under this Agreement shall at a minimum, be delivered and addressed to:


- City of Chehalis Fire Department
Attn. Fire Chief
500 NW Sitka Street
Chehalis, WA 98532
- Lewis County Department of Community Development
Attn. Director
2025 NE Kresky Ave
Chehalis, WA 98532

EXECUTED IN DUPLICATE and effective as of the date and year first above written.

Lance Bunker date
Interim City Manager, City of Chehalis

APPROVED AS TO FORM:

By: Attorney date

 5-7-24

Ryan Barrett date
County Manager, Lewis County

APPROVED AS TO FORM:
Jonathan L. Meyer, Prosecuting Attorney

 5-7-24

By: Civil Deputy date

BOCC AGENDA ITEM SUMMARY

Resolution:

BOCC Meeting Date: May 7, 2024

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Approve the interlocal agreement with City of Chehalis for fire investigation services for the unincorporated areas excluding the service boundary of Riverside Fire Authority

Contact: Lee Napier

Phone: 360.740.2606

Department: CD - Community Development

Description:

Authorize the County Manager to sign and ratify the interlocal agreement between Lewis County and City of Chehalis for Fire Investigation Services

Approvals:

User

Status

PA's Office

Pending

Publication Requirements:

Publications:

n/a

Additional Copies:

Doyle Sanford, Sarah Hensley, Sherri Dokken,
Jennifer Libby Jones, Kevin Englebertson

Cover Letter To:

City of Chehalis