

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

**APPROVE AN INTERLOCAL AGREEMENT WITH
RIVERSIDE FIRE AUTHORITY (RFA) FOR FIRE
INVESTIGATION SERVICES FOR THE
UNINCORPORATED AREAS WITHIN THE SERVICE
BOUNDARIES OF RFA**

) **RESOLUTION NO. 19- 186**
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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 Riverside Fire Authority (RFA), wish to enter into an Interlocal Agreement (ILA) to provide reliable fire investigation services to the unincorporated areas of Lewis County, within the service areas of the RFA, on an as requested basis; and

WHEREAS, the ILA will be for a period of 5 years and can be terminated by either party upon written notice; and

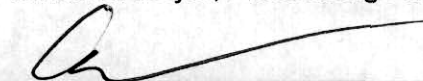
WHEREAS, the BOCC has reviewed the attached ILA and it appears to be in the best interest of the public to enter into said agreement.

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

BE IT FURTHER RESOLVED that the BOCC authorizes the Director of Community Development to sign the ILA with the RFA on behalf of the County.

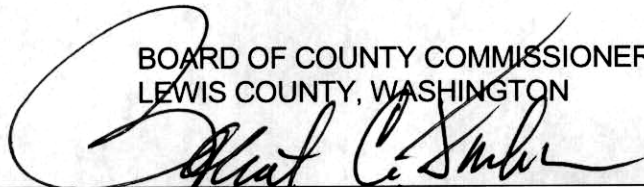
Done in open session this 1st day of July, 2019.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

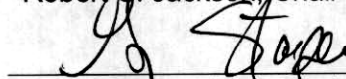


By: Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON



Robert G. Jackson, Chair



Gary Stamper, Vice Chair

ATTEST:



Rieva Lester, Clerk of the Board



Edna J. Fund, Commissioner



INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) is made and entered into between the Riverside Fire Authority (hereinafter referred to as "RFA") 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, within the service areas of RFA, 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;

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;

WHEREAS, the parties desire that the County delegate its fire investigation obligations of the fire code in unincorporated areas of the County to the RFA 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 RFA and the County agree as follows:

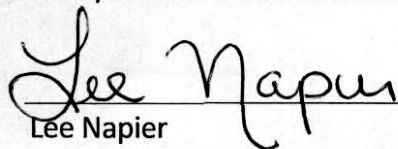
1. **Purpose.** This Agreement is intended to ensure fire investigation services to the residents of unincorporated Lewis County within the service boundary of RFA.
2. **Means of Joint Undertaking.** No separate legal entity shall be created to implement the terms of this Agreement. The Director of Community Development for the County and the Fire Chief for the RFA shall provide joint oversight to administer this Agreement. No property shall be exchanged between the parties in furtherance of this Agreement.
3. **Term.** The term of this Agreement and the performance thereof shall be limited to June 18, 2019 and expire June 18, 2024. 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 RFA.** The scope of services provided by the RFA within the unincorporated areas of the service boundary of RFA 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 RFA 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 within the service boundary of RFA. Administrative services shall include, but are not limited to, the filing and storage of fire investigation reports and investigative evidence, responding to public disclosure requests, assign either the RFA Fire Chief, or designee, to act as a liaison to the County Director of Department of Community Development, or designee, on all operational issues and civil investigations and to act as liaison to the County Sheriff's Office and Prosecuting Attorney on all criminal investigations.
 - d. Any operational concerns should initially be raised with the RFA'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 RFA 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 RFA 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 RFA Fire Department personnel, assigned to fire investigation services, the assistance of the County Community Development Department and associated personnel necessary to assist the RFA in providing fire investigation services.
6. **Cost-reimbursement.** Both parties understand that each will be financially responsible for their respective role in this agreement and will not seek cost-reimbursement from the other party in carrying out their respective services and responsibilities.
7. **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 RFA's Fire Chief.
8. **Modification.** Either party may request changes in this Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. **Termination for Public Convenience.** The RFA 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 RFA or the County.
10. **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 RFA's responsibility hereunder is expressly limited to the provision of the services described in Section 4 of this Agreement.
11. **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.
12. **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.
13. **Notice and Deliverables.** Any notices or deliverables to be given under this Agreement shall at a minimum, be delivered and addressed to:
- Riverside Fire Authority Fire Department
Attn. Fire Chief
1818 Harrison Avenue
Centralia, WA 98531
 - Lewis County Department of Community Development
Attn. Director
2025 NE Kresky Ave
Chehalis, WA 98532

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

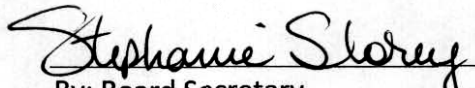
 6-26-19
Michael Tomasheck date
RFA Commission Chairman

 7/1/19
Lee Napier date
Director of Community Development

Attest:

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney

 6-26-19
By: Board Secretary date

 7/2/19
By: Civil Deputy date