

**Valley Regional Fire Authority and Puget Sound Regional Fire Authority
Fire Investigation Services
Interlocal Agreement**

This agreement is made and entered into by the Valley Regional Fire Authority (VRFA) and Puget Sound Regional Fire Authority (PSF).

RECITALS

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. This Interlocal Agreement describes the relationship between VRFA and PSF for a 90 day period.
3. The VRFA will provide fire investigation services (origin and cause only) on Friday evenings, Saturday and Sunday in the manner prescribed below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1.0 Purpose and Scope of Agreement

- 1.1 The purpose and scope of this Agreement is to establish the terms of VRFA and PSF for fire investigation purposes. The VRFA will provide fire investigation services for PSF (origin and cause only) for a period of 90 days. This is a temporary, short-term agreement until PSF has sufficient qualified personnel prepared to conduct fire investigations.

2.0 Term of Agreement

- 2.1 This Agreement shall be effective immediately upon execution—ratification and signature by both Parties—and shall continue in full force and effect for a term of ninety (90) days from execution, unless terminated by either party, upon fourteen (14) days' written notice. After 90 days, each party has the ability to terminate or mutually extend the agreement.

3.0 Response Boundaries

- 3.1 The VRFA and PSF agree that participation in fire investigation services will require crossing jurisdictional boundaries to provide services within the entirety of PSF's response boundaries.
- 3.2 Both agencies recognize that additional fire investigation services and follow-up work may be completed by the other agency's personnel within their respective response boundaries.

4.0 Fiscal Arrangements

- 4.1 PSF agrees to pay stand-by time to VRFA fire investigators for hours worked. Stand-by time will be calculated at \$5.77 per hour and/or an overtime rate of one-and one-half (1.5) of current regular rate of pay if the investigator is called to a scene for investigation purposes. As of January 2021, \$5.82 will be the new standby rate (15% of first class firefighter).
- 4.2 The VRFA will invoice PSF monthly for services.

5.0 Hours of Operation

- 5.1 VRFA will endeavor to provide fire investigation services 15 hours on Fridays, 24 hours on Saturday and 24 hours on Sundays, excluding holidays.

**Valley Regional Fire Authority and Puget Sound Regional Fire Authority
Fire Investigation Services
Interlocal Agreement**

- 5.2 Hours covered by VRFA investigators will be the following:
 - Friday: 1700 – 0800 (15 hrs)
 - Saturday: 0800 – 0800 (24 hrs)
 - Sunday: 0800 – 0800 (24 hrs)
 - 5.3 VRFA will make every effort to facilitate consistent scheduling and operation of fire investigation services. However, both parties recognize that consistent hours of operation may not be possible due to unforeseen events, including illness, local agency emergencies and/or other events.
 - 5.4 VRFA will make every effort to provide mutual aid on Fridays from 0800-1700 hours with an on-duty fire investigator.
- 6.0 Fire Investigation Staffing
- 6.1 VRFA will attempt to provide one (1) fire investigator for fire investigation services requested by PSF on Friday evenings, Saturday and Sunday.
 - 6.1.2 A best effort shall be made by VRFA to provide a fire investigator each weekend.
 - 6.1.3 In the event that the VRFA is unable to provide a fire investigator for a full or partial shift, VRFA will notify PSF on-duty Battalion Chief or District Chief as soon as possible.
 - 6.1.4 Staffing of the Fire Investigation unit shall not be a mandatory standby/overtime position.
 - 6.2 VRFA fire investigators will be subject to work rules outlined in their home agency's collective bargaining agreements and policies. All fire investigators shall be and remain at all times employees of the agency that employed them prior to this agreement.
 - 6.2.1 VRFA will coordinate an effective process of determining the cause and origin of fires.
 - 6.2.2 VRFA will work collaboratively with PSF personnel.
 - 6.2.3 Any fires involving criminal investigation, fatalities, major injuries, or complex investigations will be assisted by a PSF investigator.
 - 6.2.4 PSF personnel or a designee will remain at the fire scene with a VRFA fire investigator for security and safety purposes during the fire investigation.
 - 6.2.5 A VRFA investigator may ask for additional investigators or resources if necessary.
 - 6.2.6 If a VRFA investigator completes the origin and cause investigation and the scene needs to remain in the custody of the fire authority, PSF will be responsible to remain at the incident for scene security.
- 7.0 Vehicles and Equipment
- 7.1 The VRFA will provide a light-duty vehicle designated as the reserve fire investigation unit.
 - 7.1.1 In the event that the reserve fire investigation vehicle is not available, VRFA and PSF will work cooperatively to find a vehicle to be used as the fire investigation unit.
 - 7.2 Maintenance costs for the vehicle will be the responsibility of VRFA.

**Valley Regional Fire Authority and Puget Sound Regional Fire Authority
Fire Investigation Services
Interlocal Agreement**

7.3 Fuel costs will be the responsibility of the VRFA.

7.4 Any major damages to equipment will be collectively shared by VRFA and PSF.

8.0 Data Collection

8.1 VRFA and PSF will record fire investigation incidents in each agency's Records Management System (RMS) in a manner similar to mutual aid incidents.

9.0 Reports

9.1 The VRFA will complete an origin and cause fire report in ATF's BATS (Bomb Arson and Tracking System). Access will be granted to PSF to access the reports. BATS reports will be completed in a timely manner (60 days). This requirement shall survive the expiration of this Agreement.

9.2 VRFA will provide a RMS narrative to PSF. PSF will add the investigator narrative to PSF RMS incident report.

10.0 Insurance

10.1 Each agency shall provide and maintain-suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each type of coverage shall be at least \$1,000,000 combined single limit.

11.0 Dispute Resolution

11.1 Prior to any other action, each agency shall meet and attempt to negotiate a resolution to any dispute that arises under this agreement.

11.2 If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and attorney's fees.

11.3 If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and attorney's fees.

**Valley Regional Fire Authority and Puget Sound Regional Fire Authority
Fire Investigation Services
Interlocal Agreement**

11.4 Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

12.0 Miscellaneous

- 12.1 Notices. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 12.2 Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 12.3 Severability. If any provision of this agreement, or its application, is held invalid, the remainder of this agreement shall not be affected.

IN WITNESS WHEREFORE, the Agencies by the signatures of their authorized representatives have executed this agreement effective upon the date of signatures.



Brent D. Sweatingen, Fire Chief



Date

Valley Regional Fire Authority
1101 D Street NE
Auburn, Washington 98002

Matt Morris, Fire Chief

Date

Puget Sound Regional Fire Authority
24611 116 Ave SE
Kent, Washington 98030

**Valley Regional Fire Authority and Puget Sound Regional Fire Authority
Fire Investigation Services
Interlocal Agreement**

Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and attorney's fees.

11.4 Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

12.0 Miscellaneous


- 12.1 Notices. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 12.2 Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 12.3 Severability. If any provision of this agreement, or its application, is held invalid, the remainder of this agreement shall not be affected.

IN WITNESS WHEREFORE, the Agencies by the signatures of their authorized representatives have executed this agreement effective upon the date of signatures.

Brent D. Swearingen, Fire Chief

Date

Valley Regional Fire Authority
1101 D Street NE
Auburn, Washington 98002



Matthew L. Morris (Nov 12, 2020 11:10 PST)
Matt Morris, Fire Chief

Nov 12, 2020

Date

Puget Sound Regional Fire Authority
24611 116 Ave SE
Kent, Washington 98030



**PUGET SOUND
REGIONAL FIRE AUTHORITY**
INTERNATIONALLY ACCREDITED FIRE AGENCY

*Professionally and
compassionately helping people*

January 20th, 2021

Chief Swearingen,

Puget Sound Fire greatly appreciates the support of the VRFA Fire investigation unit. We would like to extend the Interlocal Agreement signed by our organizations in November of 2020 by 60 days, as prescribed in the ILA. I have been assured Chiefs Carson and Larberg will continue to work on a new agreement for the future that allows for even greater cooperation between our units.

Please accept this letter as documentation of the 60-day extension. The agreement will expire on April 12, 2021.

A handwritten signature in blue ink, appearing to read "Mathew Morris".

Mathew Morris, Fire Chief

Puget Sound Regional Fire Authority

A handwritten signature in blue ink, appearing to read "Brent Swearingen".

Brent Swearingen

Valley Regional Fire Authority