

**INTERLOCAL AGREEMENT
FIRE INVESTIGATION TASK FORCE**

This Agreement is entered into this 30th day of May, 1995 by and between the Clallam County Sheriff's Department, a municipal corporation and Clallam County Fire District #3, Clallam County Fire District #2, the City of Sequim, and the City of Sequim Police Department, the City of Port Angeles Police and Fire Departments, all hereinafter referred to as "party". All parties execute this agreement as hereinafter provided pursuant to the Interlocal Cooperation Act, Title 39.34 of the Revised Code of Washington:

WHEREAS, the parties recognize that, on occasion, there is a need for investigative cooperation in suspected arson cases or other fires; and

WHEREAS, the parties hereto have determined that the best possible method for attacking the arson problem is an agreement establishing such cooperation; and

WHEREAS, the parties desire to enter into this Agreement to provide investigative cooperation in connection with arson cases and other fires so long as they do not thereby incur any legal responsibilities over and above the responsibilities presently required by law; and

WHEREAS, each party is authorized to perform the services contemplated herein;

NOW THEREFORE, in consideration of the mutual covenants and the terms and conditions set forth below, the parties do hereby agree as follows:

1. **PURPOSE**

The parties execute this Agreement for the purpose of providing cause and origin investigation, arson detection, and prevention capabilities to each other as the need arises.

2. **TASK FORCE**

- A. Each party shall provide a qualified representative to a body to be known as the Clallam County Fire Investigation Task Force. The Task Force shall establish and adopt policies and procedures which include the necessary levels of training for participants.
- B. When requested by a party, the other parties to this Agreement may provide available members to investigate and perform follow-through prosecution duties regarding fires of suspicious origin or unknown causes within the requesting jurisdiction. While engaged in such activities, employees of the responding party shall be under the rules of the requesting party and the direction and supervision of the requesting party's officer in charge of the investigation. The availability of its investigators shall be determined by the party requested to respond.
- C. While any responding party investigator is in the service of the requesting party, he shall be an investigator of the requesting member and be under the command of the requesting party's fire chief or the fire chief's designee, with all the powers of a regular investigator of the requesting party, as fully as though he were within the territorial limits of the governmental entity where he is regularly employed.

- D. In performing duties under this Agreement, each party will comply with all necessary Federal, State and local laws, regulations and ordinances.

3. **IMPLEMENTATION**

- A. Participating parties, through their designated officials, are authorized to request and to receive assistance from another participating party. Requests will be granted only if the requesting party is committed to the investigation of the fire, and other resources are not immediately available.
- B. Requests for assistance may be verbal or in writing. If the request is made by other than written communication, it shall be confirmed in writing as soon as practical. A written request shall provide an itemization of equipment and personnel or other resources needed. Each request shall be signed by an authorized official.
- C. The activities of personnel and equipment of the aiding party must be coordinated by the requesting party. Provided, personnel furnished shall retain their employment relationship with their respective parties while assisting pursuant to this agreement, and will in no event be deemed to be employees of the requesting party, or any other member party of the Task Force, as a result of the existence of this Agreement.
- D. An aiding party shall have the right to withdraw some or all of its personnel or equipment whenever the personnel or equipment are needed by that party. Notice of intention to withdraw shall be communicated to the requesting party as soon as possible.

4. **GENERAL FISCAL PROVISIONS**

- A. Any party rendering aid pursuant to this Agreement shall not be reimbursed by the party receiving such aid for any damage to, loss of, or expense incurred in the operation of any equipment used in responding to a request for aid, and for the costs incurred in connection with such requests.
- B. The party regularly employing the investigator shall pay all wages and disabilities payments, pensions payments and payments for damages to equipment and clothing of that investigator while he is involved in activities pursuant to this Agreement the same as though the services had been rendered within the jurisdiction wherein the investigator is regularly employed. The requesting party shall have no obligation to reimburse the responding party for such costs.

5. **PRIVILEGES AND IMMUNITIES**

- A. Unless contrary to State statute, all privileges and immunities from liability, exemptions from ordinances, rules, all pension, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents, or employees when performing their respective functions within the territorial limits of their respective jurisdictions, shall apply to them the same degree and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this Agreement.
- B. The requesting agency shall hold each responding agency harmless, as well as the personnel thereof, with respect to the acts and omissions of their respective agents and employees which occur while providing assistance pursuant to this Agreement so long

as the responding party is acting in good faith while under the direction of the requesting party.

- C. Upon enactment of this Agreement, and by January 1 annually thereafter, the participating parties shall exchange with each other the names of the individuals designated to request and/or provide services under this Agreement. In accordance with the cooperative nature of this Agreement, it shall be permissible and desirable for the parties to exchange operational procedures to be followed in requesting assistance.
- D. The parties hereto shall not amend this Agreement unless they do so in writing and with the same formalities used in the original execution of this Agreement.
- E. This Agreement shall become effective as to each party on the date that the party executes the Agreement.
- F. This Agreement shall continue in force and remaining binding upon a party until it shall send formal written notice of withdrawal from the Agreement to the appropriate official of all other parties. An actual withdrawal shall not take effect until the thirtieth consecutive day after the notice has been sent.

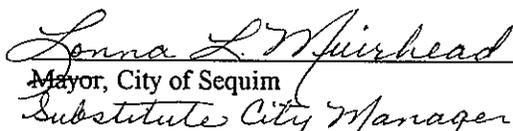
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

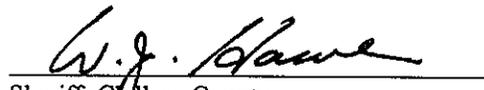

Chair, District #3 Fire Commission


Dorothy Dunstan, Chair


Chair, District #2 Fire Commission

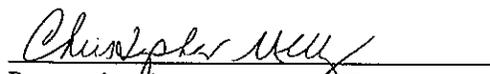

Mayor, City of Port Angeles


Mayor, City of Sequim
Substitute City Manager


Sheriff, Clallam County

APPROVED AS TO FORM:

ATTEST:


Prosecuting Attorney, deputy


Karen Flores, Clerk of the Board