

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM: Renewal of Fire Investigative Services Interlocal Agreement with Snohomish County	AGENDA SECTION: Consent	
PREPARED BY: Tom Maloney, Deputy Chief/Fire Marshal	APPROVED BY:	
ATTACHMENTS: Interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services.	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

This request is to renew the existing interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services. The need for fire investigations to determine the cause and origin of fires is essential to maintaining safe communities for our citizens and meeting the needs of the Marysville Fire District. In addition, the interlocal agreement allows for coverage to investigate fires within the city limits when these services are not available within the city.

Fire investigation is the accurate determination of fire causes which is fundamental to the protection of lives and property from the threat of hostile fire or explosions. It is through the efficient and accurate determination of the cause and subsequent identification of responsibility that future fire incidents can be avoided and perpetrators brought to justice. This provides the citizens of Marysville a safe place to live, work and play. In addition, proper determination of the fire origin and cause is also essential for the meaningful compilation of fire statistics which is the basis for fire prevention codes, standards and training. Determination of the cause of fires is a reactive role; however, the information gathered plays a proactive role in the prevention of fires. This fosters community livability by rebuilding a safe community where citizens have peace of mind. The criminal side of fire investigation plays a role in deterring criminal behavior by providing intervention, education and accountability which complements the partnership between fire and police.

Currently, this is a budgeted line item within the RFA budget and is a renewal of the current agreement that expires in 2019.

RECOMMENDED ACTION:

Authorize the Mayor to sign the interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services.

COUNCIL ACTION:

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARYSVILLE
AND SNOHOMISH COUNTY CONCERNING PROVISION
OF FIRE INVESTIGATION SERVICES**

THIS AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Amendment") is made and entered into as of this ___ day of _____, 2019, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

RECITALS

- A. The County and City are parties to the "Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Provision of Fire Investigation Services" executed on the 24th day of April 2014 (the "Original Agreement").
- B. Pursuant to Section 10 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described therein.
- C. The County and City now desire to amend the Original Agreement to extend the term through December 31, 2024, to allow the County to continue to provide Fire Investigation Services to the City.
- D. The County and City also desire to amend the Original Agreement to adopt a new fee schedule that provides annual rates for the term of the Amendment.
- E. The County and City also desire to amend the Original Agreement to reflect that the City is now self-insured and that the entity jointly operated by the City and Fire Protection District No. 12 has been replaced by a Regional Fire Authority that is known as the Marysville Fire District.

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
MARYSVILLE AND SNOHOMISH COUNTY RE: FIRE INVESTIGATION SERVICES

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

Section 1. EXTENSION OF TERM

The County and City agree that the term specified in Section 9 of the Original Agreement shall be extended by five (5) years and remain in effect until December 31, 2024.

Section 2. ADOPTION OF NEW FEE SCHEDULE

The County and City agree to adopt a new fee schedule as provided:

Fire Investigation Services Rate Per Hour \$				
2020	2021	2022	2023	2024
\$103.00	\$106.00	\$109.00	\$112.00	\$120.00

Section 3. CHANGE ENTITY TO REGIONAL FIRE AUTHORITY

Section 1.1 of the Original Agreement is amended to read as follows:

The City's requests for Fire Investigation Services (as such term is defined in Section 1.2 below) will be made by the Fire Marshal, Fire Chief, the Marysville Fire District, ~~an entity created by interlocal agreement between~~ regional fire protection service authority (RFA) approved by the voters of Snohomish County Fire Protection District 12 and the City of Marysville, or any fire command officer. The term "fire command officer" means the Marysville Fire District. The request for Office of the County Fire Marshal ("OCFM") Fire Investigation Services will be made through Snohomish County 911 (SNO911) SNOFAC-Dispatch Center. The parties understand and agree that the County's ability to perform Fire Investigation Services pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of OCFM personnel.

Section 4. CHANGE TO INSURANCE STATUS

Section 4.2 of the Original Agreement is amended to read as follows:

The City is part of a ~~Public Entity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the City's participation in said pool~~ self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The City maintains a fully-funded self – insurance program for the protection and handling of the City's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of City employees acting in the scope of their employment. The City will provide a letter of self-insurance signed and executed by an authorized agent.

Section 5. RATIFICATION

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

Section 6. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and City have executed this Amendment as of the day and year first written above.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

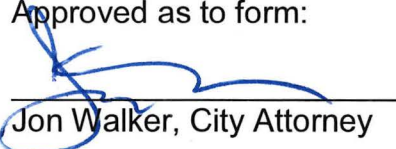
By: _____
Name: Jon Nehring
Title: Mayor

By: _____
Name: _____
Title: Director, Department of Planning
And Development Services

Approved as to form:

Approved as to form:

Snohomish County Prosecutor's Office



Jon Walker, City Attorney



10/26/17

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
MARYSVILLE AND SNOHOMISH COUNTY RE: FIRE INVESTIGATION SERVICES