

**AFTER RECORDING MAIL TO:**

Chelan County Board of County Commissioners  
400 Douglas Street, Suite 201  
Wenatchee, WA 98801

Skip Moore, Auditor, Chelan County, WA.  
AFN # **2485333**  
Recorded 09:45 AM 09/26/2018  
INAGMT Page: 1 of 6 \$0.00 CHELAN  
COUNTY COMMISSIONERS

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** Chelan County, a Washington municipal corporation; Chelan County Fire District No. 1, a Washington municipal corporation; Douglas County Fire District No. 2, a Washington municipal corporation

**Grantee(s):** Chelan County, a Washington municipal corporation; Chelan County Fire District No. 1, a Washington municipal corporation; Douglas County Fire District No. 2

**Legal Description:** N/A

**Assessor's Property Tax Parcel:** N/A

**INTERLOCAL AGREEMENT FOR  
FIRE, EXPLOSION AND HAZARDOUS MATERIALS INVESTIGATION SERVICES**

This Interlocal Agreement for Fire, Explosion and Hazardous Materials Investigation Services (the "Agreement") is entered into by and between Chelan County (the "County"), a Washington municipal corporation, Chelan County Fire District No. 1 ("CCFD 1"), a Washington municipal corporation, and Douglas County Fire District No. 2 ("DCFD 2") [collectively referred to herein as the "Parties"].

**RECITALS**

**WHEREAS**, the Parties recognize that, on occasion, there is a need for investigative cooperation in suspected cases of arson or other cases of fire, explosion or release of hazardous materials;

**WHEREAS**, the Parties desire to enter into this Agreement to authorize the Parties to provide each other with investigative assistance and services in connection with fires, explosions and release of hazardous materials so long as they do not thereby incur any legal responsibilities over and above the responsibilities presently required by law; and

**WHEREAS**, the Parties are authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW, as well as RCW 19.27.110 and 43.44.050(3) to enter into such agreements;

## AGREEMENT

**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 purpose of this Agreement is to provide a means for the Parties, under certain circumstances, to provide the other Parties resources in the form of personnel for investigations of fire, explosion and release of hazardous materials.

2. Term. This Agreement shall be effective on the date of execution by the Parties and shall continue to December 31, 2019.

3. Investigative Services.

a. Any Party (the "Requesting Agency"), through its designated officials identified below, is authorized to request assistance from the other Parties in the investigation of the origin, cause and circumstances of fire, explosions and the unauthorized releases of hazardous materials. A responding Party ("Responding Agency") agrees to furnish, upon its sole discretion, those personnel the Responding Agency deems available and necessary to assist in the investigation. The Responding Parties shall coordinate to avoid duplication of effort or personnel.

b. The term "designated officials" means the following:

- (i) For CCFD 1: Fire Chief or member of the District's Board of Fire Commissioners.
- (ii) For DCFD 2: Fire Chief or member of the District's Board of Fire Commissioners.
- (iii) For County: Chelan County Fire Marshal or member of the Board of County Commissioners.

c. Requests may be granted only if the Requesting Agency is committed to the investigation, and the Requesting Agency's personnel that would normally undertake the investigative services contemplated herein are not immediately available or sufficient for purposes of the investigation. This Agreement shall not obligate any Responding Agency to provide any personnel or services in the event that the Requesting Agency fails to fill employment positions for personnel that would normally provide investigative services.

d. Requests for assistance may be verbal or in writing. Requests shall specify the following information: date and time of request; contact information, including name, title, telephone, email and fax; the assistance being requested; and estimated duration assistance will be required. If the request is made by other than written form, it shall be confirmed in writing, signed by a designated official, within three (3) business days of the original request.

e. When requested, the Responding Agency may provide an investigator who shall have requisite training in conducting the investigations contemplated herein. A Responding Agency shall assist in only those situations for which it has determined it has available and qualified personnel. No Responding Agency shall have any responsibilities to provide personnel and shall not incur any liabilities in the event it does not provide personnel to the Requesting Agency.

f. While the Responding Agency's investigator is in the service of the Requesting Agency, she/he shall be an investigator of the Requesting Agency and be under the command of the Requesting Agency's fire chief/official or designee, with all the powers of a regular investigator of the Requesting Agency, as fully as though she/he were within the territorial limits of the Responding Agency.

g. A Responding Agency shall have the right to withdraw some or all of its personnel from an investigation. Notice of intention to withdraw may be in either verbal or written form, and shall be communicated to the Requesting Agency as soon as possible. If the notice is made by other than written form, it shall be confirmed in writing, signed by a designated official, within three (3) business days of the original notice.

h. In performing under this Agreement, each Party will comply with all necessary federal, state and local laws and regulations.

#### 4. Compensation.

a. The Requesting Agency shall compensate the Responding Agency for investigative services performed pursuant to this Agreement. Services shall be invoiced at an hourly rate of \$100.00.

b. The Requesting Agency shall reimburse the Responding Agency for costs incurred while performing investigative services pursuant to this Agreement, including cost of materials and other services (e.g. testing) as well as mileage to and from an inspection site. Mileage shall be reimbursed at the current IRS deductible rate.

c. The Responding Agency shall invoice the Requesting Agency for services performed and costs incurred pursuant to this Agreement upon completion of any investigation.

d. Invoices are subject to and shall comply with the notice provisions provided in Paragraph 8 of this Agreement.

e. Within thirty (30) days of service of an invoice, the Requesting Agency shall either pay the amounts invoiced or inform the Responding Agency in writing that a dispute exists concerning the invoice. Service of an invoice shall be deemed complete upon either of the following: (1) hand delivery of the invoice; or (2) upon the third day following the day upon which the invoice is placed in the mail, postage prepaid, unless the third day falls on a Saturday, Sunday or legal holiday, in which event service shall be deemed complete on the first day other than a Saturday, Sunday or legal holiday, following the third day.

f. Disputes concerning an invoice shall be subject to the dispute resolution provisions of Paragraph 9 of this Agreement.

5. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create the relationship of employer and employee between the Parties. Employees of the Responding Agency remain employees of the Responding Agency while performing functions and duties on behalf of the Requesting Agency. All privileges, immunities, rights, duties and benefits of employees of the Responding Agency shall apply while those employees are performing services on behalf of the Requesting Agency, unless otherwise provided by law.

6. Indemnification. To the fullest extent permitted by law, the Requesting Agency agrees to indemnify, defend and hold harmless the Responding Party, its elected officials, officers, employees, agents, and contractors, from and against any and all claims, actions, allegations, demands, damages, losses, liabilities, judgments, fines, and expenses (including but not limited to court costs and attorney' fees) arising directly or indirectly out of, resulting from, or in any way incident to or in connection with, performance of services pursuant to this Agreement, negligent or otherwise. The duty to indemnify, defend and hold harmless as provided herein shall survive the expiration or termination of this Agreement.

7. Insurance. For the duration of this Agreement, each party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its elected officials, officers, employees, or agents. This insurance requirement may be satisfied by a policy or policies of insurance or a self-insurance retention program adopted by a party.

8. Termination. A Party may withdraw from this Agreement without cause at any time upon 30 calendar days written notice to the other Parties.

9. Notices. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

To the County:

Chelan County Fire Prevention &  
Investigation Dept.  
Attn: Fire Marshal  
316 Washington Street, Suite 301  
Wenatchee, WA 98801

To CCFD 1:

Chelan County Fire District No. 1  
Attn: Fire Chief  
136 S. Chelan Ave.  
Wenatchee, WA 98801

To DCFD 2:

Douglas County Fire District No. 2  
Attention: Fire Chief  
377 Eastmont Ave.  
East Wenatchee, WA 98802

10. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Nothing in this paragraph shall preclude either party from bringing an action against the other party to enforce any of the terms of this Agreement.

11. Attorney's Fees. In the event it is necessary for any Party to utilize the services of an attorney to enforce any of the terms of this Agreement, each party shall pay for its own costs and reasonable attorney's fees.

12. Assignment. No Party shall assign any obligations or rights under this Agreement without the express written consent of the other Parties.



13. No Third Party Beneficiary. This Agreement is for the sole benefit of the Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against the Parties.

14. Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times. Any waiver or relinquishment of any right or power shall be made by written instrument executed by the waiving party.

15. Entire Agreement. This Agreement constitutes the final and completely integrated agreement between the Parties concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise.

16. Modifications. Any alteration, change, amendment or modification of or to this Agreement shall be made by written instrument executed by each party hereto in order to become effective.

17. Interpretation. This Agreement has been submitted to the scrutiny of the Parties and their counsel, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being draft by any party or its counsel.

18. Governing Law; Venue. This Agreement is made and entered into in the State of Washington, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles. Any action arising out of or in connection to this Agreement shall be brought in Chelan County Superior Court.

19. Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

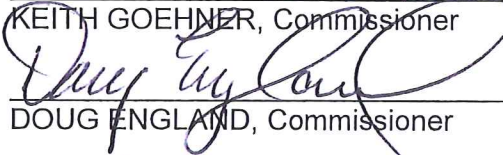
**IN WITNESS WHEREOF**, the parties hereto have agreed to all of the terms and conditions herein and have executed this Agreement as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]




**CHELAN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
KEITH GOEHNER, Commissioner

  
\_\_\_\_\_  
DOUG ENGLAND, Commissioner

  
\_\_\_\_\_  
KEVIN OVERBAY, Commissioner

ATTEST: JACINDA RUBLAITUS

  
\_\_\_\_\_  
Clerk of the Board

DATE: 9/25/18

**CHELAN COUNTY FIRE DISTRICT NO. 1  
BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
PHIL DORMAIER, Commissioner

\_\_\_\_\_  
HERB TROXEL, Commissioner

  
\_\_\_\_\_  
DOUG MILLER, Commissioner

DATE: September 19, 2018

**DOUGLAS COUNTY FIRE DISTRICT NO. 2  
BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
RICK MCBRIDE, Commissioner

  
\_\_\_\_\_  
DAWN COLLINGS, Commissioner

  
\_\_\_\_\_  
BOB BLACK, Commissioner

DATE: August 14, 2018