



Public Safety Committee Agenda

City Hall Council Chambers

104 Bridge Street South

February 14, 2023

Tod Gunther, Co-Chair/Council member
Don Tracy, Co-Chair/Council member
Scott Larson, City Administrator
Devon Gabreluk, Police Chief
Kristin Wetzel, Orting Police

Call to Order

Approval of January 2023 Minutes

Agenda

- **Hiring Update**
- **2022 Year-end Report & Statistics**
- **ILA For Fire Investigation Services**
- **February 22, 2023 Fire Department Recognition of OPD Officers**

Other Action Items:

Action Items to City Clerk for Study Session

Adjournment

AGREEMENT FOR FIRE INVESTIGATION SERVICES

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the City of ORTING, a municipal corporation of the State of Washington, (hereinafter referred to as "City")

WHEREAS, RCW 43.44.050(1)(a) provides that within a city or town, the chief of a fire department has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the city or town limits of the city or town; and

WHEREAS, RCW 43.44.050(1)(b) provides that within the unincorporated areas of the county, the county fire marshal or other fire official so designated by the county legislative authority has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the unincorporated areas of the county; and

WHEREAS, RCW 43.44.050(3) provides that cities, towns, agencies and counties may enter into agreements to meet the responsibility required by RCW 43.44.050; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County provide fire investigation services within the City jurisdiction in the event of a fire or explosion or related occurrence; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the determination of origin and cause of fires, explosions or related occurrences and to conduct such investigations in a competent manner and to pursue such fire investigations to a reasonable conclusion.
2. Duration. The duration of this agreement shall be that period commencing on the 1st day of January 2023 and terminating at midnight on the 31st day of December 2027, unless this agreement is sooner extended or terminated in accordance with the terms hereof.
3. Definitions. As used in this agreement, the following definitions will apply.
 - A. "Fire Investigation" means the process of determining the origin, cause, development and circumstances of a fire or explosion and following the facts to a reasonable conclusion.
 - B. "Fire Investigator" means an employee of the Pierce County Fire Prevention Bureau fully trained and equipped to conduct competent, complete and accurate fire investigations.
 - C. "On-Call" means a Fire Investigator immediately available for response (or consultation) to a Fire Investigation or related incident 24 hours per day, 7 days per week, 365 days per year.

4. Services. County shall provide fire investigation services in a professional manner and fashion utilizing recognized techniques, practices and skills as associated with fire investigation throughout the United States. County shall perform all services as specified in Attachment "A".

5. Records Management. County shall provide copies of all complete fire investigation reports prepared by County to City. City shall be the custodian of such complete fire investigation reports pursuant to State law. County shall release no reports or information concerning any fire investigation performed for City without written authorization by City.

6. Compensation. City shall pay County upon execution of this agreement the sum of \$1,764.75, per year for all services rendered under the terms of this agreement. The number of fire investigations billed for the year is based upon a five-year rolling average of response history in the City. The first year (2023) compensation shall be \$3,284.55 based upon 1.8 fire investigations per year average. Payment is due and payable on March 31, 2023, and on January 31 for subsequent years of the contract. Annual increases for subsequent years shall be based upon the growth in the previous years January to December Consumer Price Index for the Seattle urban area (as available), and upon updating the rolling average fire investigation response history for the past five years in the City, not taking into account the most recent year and/or based upon modifications in the annual work plan as agreed upon by the parties.

7. Termination. Either party may terminate this agreement upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County, to: Pierce County, DEM Director
2501 S 35th St, Suite D
Tacoma, WA 98409

If to City of Orting: City of Orting, Office of the City Mayor
PO BOX 489
Orting, WA 98360

8. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

9. Hold Harmless and Indemnification. Each party shall defend, indemnify and hold harmless the other from liability or any claim, demand or suit arising because of said party's negligence or intentional acts. Each party shall promptly notify the other of any such claim.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of City, its officers, officials, employees and agents, and County, its officers, officials, employees and agents, each party's liability hereunder shall be only to the extent of that party's negligence.

10. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

11. Breach of Contract. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Dated this ____ day of _____, _____.

PIERCE COUNTY

CITY OF ORTING

Recommended:

By _____ Date _____
Ken Rice
Fire Marshal

By _____ Date _____
XXXXXXXXXX
City of Orting Mayor

Approved as to legal form only:

Attest:

By _____ Date _____
Deputy Prosecuting Attorney

By _____ Date _____
XXXXXXXXXXXX
City Administrator

Recommended:

By _____ Date _____
Finance

Approved:

By _____ Date _____
Jody Ferguson
Director

ATTACHMENT “A”

City of Orting

2023 – 2027 Fire Investigation Services Work Plan

1. Provide an On-Call Fire Investigator(s) available to respond to Fire Investigation incidents 24 hours per day, 365 days per year.
2. Provide all necessary training, equipment and supplies required to respond to and conduct complete, quality Fire Investigations.
3. Provide appropriate supervision of Fire Investigation Services program and assigned personnel.
4. Provide necessary assistance to City law enforcement and prosecution personnel as it relates to Fire Investigations.
5. Provide additional support and resources (staffing and material) as necessary to conduct complete, quality Fire Investigations.
6. Provide copies of all reports completed by Fire Investigators related to Fire Investigations within City.
7. Provide Expert testimony in court relative to Fire Investigations conducted in City.
8. Provide training for City’s fire department personnel in Fire Investigation and Arson recognition.