

INTERLOCAL AGREEMENT FOR ARSON INVESTIGATION
BETWEEN SNOHOMISH COUNTY AND CITY OF MUKILTEO

This agreement between Snohomish County (the County) through its Fire Marshal and Mukilteo (the City) is made pursuant to Chapter 39.34 RCW for the purpose of providing for and permitting arson investigation within the corporate limits of the City as now or hereafter defined:

W I T N E S S E T H:

That for and in consideration of the mutual covenants and agreement herein, the parties agree as follows:

1. The County, upon request, shall investigate fires of a suspicious origin or unknown cause within the City. These services shall include investigation and detection. The responsibilities of the County pursuant to this agreement shall be limited to the capabilities and personnel of the office of the Fire Marshal.

2. Payment for services performed by the County shall be according to the schedule set forth in Exhibit 1. Exhibit 1 may be amended by the signators to this agreement signing and dating an annually adjusted payment schedule entitled "Amended Exhibit 1" which shall then be attached to this agreement.

3. The City agrees to cooperate with the County in any investigations and to furnish the County with any information, personnel, or other material available to the

City of Mukilteo
Arson Investigation Agreement - 1

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CITY OF MUKILTEO

City as the County may require in the course of the performance of this agreement.

4. The City by this contract and to the extent contained herein, delegates to the County the City's power to investigate fires of suspicious origin and unknown cause within its corporate limits.

5. This agreement shall take effect immediately upon the completion of its executions by the County and the City.

6. This agreement may only be modified in writing and such modification shall take effect only after the modification is duly executed by both parties.

7. Each party agrees to indemnify, defend and hold harmless the other, its elected officials and employees from and against any and all loss, costs, attorneys fees, damages, expenses and liability, in connection with claims for damages or any loss arising out of the performance of this contract except to the extent caused by the negligence of that party, its elected officials and employees.

8. This agreement may be terminated by either party without cause, at any time, upon sixty (60) days written notice of termination to the other party. Upon termination Snohomish County shall be paid for all services performed up to the time of termination. Unless terminated as provided herein, this agreement shall remain in full force and effect from year to year.

9. All notices given pursuant to this agreement may be made by first class mail, postage prepaid, or delivered to the parties at the following addresses:

A. Snohomish County Fire Marshal
Snohomish County Administration Building
Everett, Washington 98201

B.

DATED this 10th day of September, 198⁶.

SNOHOMISH COUNTY

CITY OF MUKILTEO

By *[Signature]* JOHN MARTINIS
Deputy Executive
WILLIS D. TUCKER D-6
Executive

By *[Signature]*

ATTEST:

ATTEST:

Linda B. Miller

Approved as to Form:

[Signature]
DARELL L. SYFER
Deputy Prosecuting Attorney

[Signature]
7/2/86

EXHIBIT I

INTERLOCAL AGREEMENT FOR ARSON INVESTIGATION BETWEEN SNOHOMISH COUNTY AND THE CITY OF MUKILTEO

The County shall be compensated for its services hereunder by payment from the City within fifteen (15) days of billing for services rendered. Billing periods shall end on June 30 and December 31 of each calendar year.

The County shall, on or before the 31st day of December of each year this contract is in effect, have the right to adjust for the following contract year the compensation set out below. The compensation as adjusted shall be limited to actual costs the County incurs in providing the enumerated services and shall become effective the 1st day of January for each succeeding year.

Any amendments to Exhibit 1 shall be signed by both parties prior to the 1st day of January for each succeeding year.

COMPENSATION

ROUND TRIP FROM EVERETT TO: Mukilteo / 12 Miles

22 CENTS PER MILE OR \$ 2.46 PER TRIP.

Hourly charge of \$18.75 for actual time each investigator is at the scene plus travel time one way. The hourly charge is based on and includes: Social Security, Retirement, Health, Life & Dental Insurance, and Industrial Accident Insurance.

Compensation under this agreement shall be limited to \$1.00 for the remainder of the 1985 calendar year.

Dated this 10th day of September, 1986.

* Dated this 21 day of July, 1986.

SNOHOMISH COUNTY BY: Willis D. Tucker, Executive D-6

JOHN MARTINIS Deputy Executive

CITY OF MUKILTEO BY: Engle

* Title: Mayor

* Attest: Linda B. Miller