

TRI-COUNTY FIRE INVESTIGATION TASK FORCE  
INTERLOCAL COOPERATIVE AGREEMENT

# MASTER DOCUMENT

This is the master document to be signed by all participating agencies.  
After signing, please send this document to:

MARK YADEN, FIRE MARSHAL  
KENNEWICK FIRE DEPARTMENT  
P.O. BOX 6108  
KENNEWICK, WA 99336

OR

DELIVER TO:

KENNEWICK FIRE STATION #1  
600 SOUTH AUBURN STREET

As this document needs to be submitted to each agency for signature, your prompt return of it is appreciated!

Questions?

Call Mark Yaden at 585-4231 or e-mail: [mark-yaden@ci.kennewick.wa.us](mailto:mark-yaden@ci.kennewick.wa.us)

# TRI-COUNTY FIRE INVESTIGATION TASK FORCE

## INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Agreement is made and entered into pursuant to the provisions of Chapter 39.34 RCW, this 16 day of Oct., 2000, by and among the following parties:

Pasco Fire Department  
Pasco Police Department  
Kennewick Fire Department  
Kennewick Police Department  
Richland Fire Department  
Richland Police Department  
West Richland Police Department  
Benton County Sheriff's Department  
Benton County Fire Marshal's Office  
Benton County Fire District #1  
Benton County Fire District #4  
Franklin County Sheriff's Department  
Franklin County Fire Marshal's Office  
Prosser Fire Department  
Prosser Police Department  
Walla Walla Fire Department  
Walla Walla County Sheriff's Department  
Walla Walla County Fire Marshal's Office

### RECITALS

1. It is understood that the crime of arson represents both a Fire Service problem and a Law Enforcement problem for a community. Experience shows that the most effective deterrent to arson lies both in effective investigation of fires and taking preventative measures. Personnel tasked to conduct fire investigation must be skilled in origin and cause determination, evidence collection, fire scene photography, interviewing, case preparation and documentation. In order to significantly reduce arson within the Tri-County area it requires the full commitment of Fire Service and Law Enforcement personnel, Prosecutors and other allied agencies working together with the community.

2. Fire Service and Law Enforcement agencies working in harmony are essential to the successful outcome of fire investigation cases. The typical investigation of a suspicious fire scene may involve interviewing witnesses and/or potential suspects, obtaining of search and arrest warrants, collection of evidence outside of the fire scene, and other crime scene investigation techniques beyond the scope of the origin and cause investigation. This mission can only be successful if accomplished with a cooperative working relationship between Fire Service and Law Enforcement investigators.

3. The sharing of Fire Service and Law Enforcement personnel and equipment pertaining to fire and arson investigation duties is authorized by Washington State law in accordance with RCW 10.93.130, RCW 48.48.060, RCW 39.34.030, RCW 52.12.111, and RCW 39.34.080.

Now, therefore, the parties hereto, through their governing bodies, do hereby agree as follows:

**Section 1. Definitions.**

- a. "Administrative Board" shall mean the joint board of representatives from respective agencies.
- b. "Administrator" shall mean that person responsible for appointments to the Task Force Team and Administrative Board.
- c. "Agency" and "Agencies" shall mean the member agencies of Tri-County Fire Investigation Task Force that being the Fire, Sheriff, Police Departments of the Cities and Counties of Pasco, Kennewick, Richland, West Richland, Prosser, Walla Walla, Benton County, Franklin County, and Walla Walla County.
- d. "Coordinator" shall mean the selected Administrative Board member responsible for creating and maintaining the Task Force roster and overseeing the Administrative Board meetings and voting process.
- e. "Host Jurisdiction" shall mean that jurisdiction in which response from Task Force is requested or needed.
- f. "Liaison" shall mean that person responsible to act as liaison between the host jurisdiction and the Task Force team.
- g. "Team Leader" shall mean the host jurisdiction's team member appointed to supervise all team members involved in a call-out.
- h. "Team Member" shall mean all members or participants of the Task Force.
- i. "Tri-County Region" shall mean and include Benton, Franklin and Walla Walla Counties.

**Section 2. Purpose.** This Interlocal Cooperative Agreement is to establish an interagency agreement on the level and duration of response, commitment, investigative methodology, level of financial and technical support, and other matters critical to the success of fire and arson investigation within the Tri-County region. Furthermore, it is the purpose of this agreement that all agencies listed herein agree to actively participate in this newly created **Tri-County Fire Investigation Task Force**.

**Section 3. Scope.** This agreement shall apply within the jurisdictions herein whose authorized representatives have agreed to and signed the Interlocal Agreement. Participating agencies must

possess the legal authority and be empowered with the responsibility to investigate fires and explosions in accordance with the Uniform Fire Code and/or the Revised Code of Washington.

**Section 4. Participation.** Participation in a Task Force call-out is based upon each agency's personnel availability. It is recognized that situations involving workload or other emergencies within a member's jurisdiction may result in the Task Force member being unavailable to respond to a call-out request.

**Section 5. Operational Policies.** The initial responsibility to investigate the origin and cause of fires lies with the Fire Chief or County Fire Marshal of the respective jurisdiction within which the fire occurs. This responsibility may be delegated to other personnel within the Fire Department or another agency in accordance with RCW 48.48.060.

It should be noted for the purpose of this agreement that the Uniform Fire Code - Section 104.2 "Investigations" (1997 Edition) and RCW 48.48.060 "Reports and investigation of fires - Police powers" requires an origin and cause investigation of all fires by the local Fire jurisdiction or County Fire Marshal.

It is not the purpose of this agreement to attempt to govern the investigation procedure of any participating agency, nor is it the intent that the Fire Investigation Task Force be utilized in a manner that substitutes as a basic fire origin and cause determination program for any jurisdiction.

The intent of this agreement is to provide a specialized team of Fire Service and Law Enforcement investigators that would be available to assist an allied agency upon request and provide guidelines to govern the specific duties and operation of the Tri-County Fire Investigation Task Force.

Examples of such Task Force responses are:

- A fire or explosion involving fatalities or serious injuries.
- A fire or explosion involving a large commercial or industrial building or multiple structures, and results in an unusually high dollar loss.
- A fire or explosion that is suspicious in nature and the local jurisdiction requires additional technical assistance to properly document and process the scene.

Nothing in this agreement is intended to prohibit a jurisdiction from receiving fire investigation assistance from another agency outside of the Task Force concept. In fact, this type of assistance is encouraged, as it is a valid means of minimizing Task Force responses.

Unless otherwise agreed upon in advance by the participating agencies of a specific incident, the Task Force concept shall be limited in scope. A typical response should be limited to the processing of a fire scene (fire scene and debris analysis, evidence collection, photography, documentation, etc.) as may be necessary to establish a fire or explosion scene origin and cause. It shall remain the host

jurisdiction's responsibility to interview witnesses and/or suspects, and pursue the investigation to its conclusion without Task Force member involvement.

It is recognized that Task Force members may be required to testify outside of their jurisdiction in Superior Court, if deemed necessary by the applicable Prosecuting Attorney's Office.

It shall be the responsibility of all Task Force members to adhere to all the procedures and guidelines established in this agreement. Task Force members shall conduct their investigations in strict compliance with laws governing such activities and the applicable investigation policies of the host jurisdiction.

The procedures and policies governing the operation of the Task Force shall be as outlined in the "Tri-County Fire Investigation Task Force - Operational Guidelines" document, attached as Exhibit "A."

**Section 6. Disposition of Property and Equipment.** Any and all property and equipment acquired by the Task Force during this agreement shall remain the property of the agency supplying such property or equipment.

**Section 7. Financing, Compensation and Insurance Coverage.** Each participating agency shall be responsible for the payment of all wages, compensation and insurance coverage to their respective members of the Task Force while such members are operating on Task Force business.

**Section 8. Administrative Board.** For the purpose of administering this cooperative agreement, a joint board consisting of representatives from participating agencies in this agreement is hereby created.

The Administrative Board shall have equal representation between Fire Service and Law Enforcement agencies. This shall be accomplished by the Administrative Board being comprised as listed:

- The Chief of each participating City Fire Department
- The Chief of each participating City Police Department
- The Sheriff of each participating County Sheriff's Office
- One Chief selected by participating County Fire Districts to represent all participating Fire Districts within a County.

Administrative Board members shall be selected only from agencies with statutory authority to investigate fire and explosion scenes in accordance with Washington State law and/or local ordinance.

The Administrative Board shall have the responsibility for periodic review and updating of the policies and procedures of the Task Force. Such review shall be conducted at least annually. A minimum approval vote of two-thirds of the Administrative Board representatives shall be required to amend the Operational Guidelines document.

The Administrative Board shall also have the responsibility of addressing grievances and hearing recommendations for removal for failure to maintain commitments addressed in this agreement.

The Administrative Board may by majority vote, in the event that any party to this agreement fails at any time during the term of this agreement to provide or maintain that commitment of personnel to this Task Force as set forth, be removed as a participating agency upon 30 days notice.

The Administrative Board shall select one of its members to assume the position of Coordinator. The Coordinator shall be responsible for assuring the Task Force is operating within the framework and intent of this agreement. The Coordinator shall also be responsible for scheduling and conducting Administrative Board meetings and maintaining Task Force records and documents.

The Administrative Board shall rotate the Coordinator position among its members every eighteen months in a manner that is selected by the Administrative Board.

The Coordinator shall be responsible for creating and maintaining a roster of all Task Force members with their telephone and pager numbers to facilitate immediate notification during a Task Force call-out. Copies of the roster will be distributed to all investigative personnel on the Task Force and to each agency's Emergency Dispatch Center.

**Section 9. Training Commitment.** Ongoing training of Task Force members is essential to the success of this concept. Agencies that participate in this agreement agree to commit to a minimum of one fire investigation training seminar for their member(s) each year and support the efforts of bringing a fire investigation training seminar into the Tri-County area annually.

**Section 10. Task Force Funding.** There shall not exist any independent operating fund under this agreement.

**Section 11. Future Participation.** It is agreed to by the agencies herein that future participation by additional agencies shall be subject to majority approval of the Administrative Board. The governing bodies of the participating agencies hereby delegate this approval authority to their respective representative, unless such agency desiring to enter into this interlocal agreement is located outside the Tri-County region. Approval to allow agencies to participate beyond the Tri-County Region shall require the approval of the legislative bodies currently participating in the agreement.

**Section 12. Duration.** This agreement shall become effective upon the date hereof and shall remain in full force and effect until canceled by written notice by any party to the Administrative Board, giving 30 days notice of said cancellation. If one or more parties hereto withdraw, this agreement shall remain in full force for the remaining parties.

**Section 13. Amendment.** This agreement may be amended from time to time as deemed appropriate by the Administrative Board, provided, that such amendment shall become effective only after it has been adopted in writing by each of the parties.

CONSENT ITEM #7

TO: City Council  
FROM: Fire and Emergency Services  
DATE: November 28, 2000

Approved for Agenda   
Date 11/28/00

SUBJECT: AUTHORIZATION TO SIGN THE TRI-COUNTY FIRE INVESTIGATION  
TASK FORCE INTERLOCAL COOPERATIVE AGREEMENT FOR THE  
FIRE DEPARTMENT

### RECOMMENDATION

It is recommended that Council authorize the City Manager to sign the Tri-County Fire Investigation Task Force Interlocal Cooperative Agreement.

### FISCAL IMPACT

There is no direct fiscal impact associated with this agreement. Indirect impacts include the provision of investigative services to other jurisdictions by Richland personnel, off set by the receipt of such services in Richland from other jurisdictions.

### BACKGROUND

This interlocal agreement was created to address current trends, needs and goals pertaining to fire and arson investigation. The attached interlocal agreement was created with input from area law enforcement and fire service agencies.

### CONCLUSION

Entering into this interlocal agreement will assist in providing fire investigation at all times and have a positive impact on the level of fire investigation service within the Tri-City area.

PREPARED BY: Glenn W. Johnson, Director 

ATTACHMENT

**Section 14. Integration.** This agreement contains all the terms and conditions agreed upon by the parties, except necessary operational agreements between the agencies of the respective jurisdictions. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties.

DATED this 16<sup>th</sup> day of Oct., 2000.

**CITY OF PASCO**

By: Michael Garrison  
Mayor of Pasco

Attest:

Catherine D. Seaman  
Pasco City Clerk

Approved as to Form:

[Signature]  
Pasco City Attorney

**CITY OF RICHLAND**

By: Robert S. Thayer  
Mayor of Richland

Attest:

Genette R. Bays  
Richland City Clerk

Approved as to Form:

[Signature] Ray Hui  
Richland City Attorney

**CITY OF KENNEWICK**

By: James Bean  
Mayor of Kennewick

Attest:

Valerie P. Tyler  
Kennewick City Clerk

Approved as to Form:

[Signature]  
Kennewick City Attorney

**CITY OF WEST RICHLAND**

By: Jim Olters  
Mayor of West Richland

Attest:

Darlene D. Robins  
West Richland City Clerk

Approved as to Form:

[Signature]  
West Richland City Attorney

**CITY OF PROSSER**

By: \_\_\_\_\_  
Mayor of Prosser

Attest:  
\_\_\_\_\_  
Prosser City Clerk

Approved as to Form:  
\_\_\_\_\_  
Prosser City Attorney

**CITY OF WALLA WALLA**

By: \_\_\_\_\_  
Mayor of Walla Walla

Attest:  
\_\_\_\_\_  
Walla Walla City Clerk

Approved as to Form:  
\_\_\_\_\_  
Walla Walla City Attorney

**BENTON COUNTY**

By: Mae E Benitz  
Chairman

Attest:  
Jari Lynn Cabbage  
Clerk of the Board 10/9/00

Approved as to Form:  
[Signature]  
Benton County Prosecutor

**BENTON COUNTY SHERIFF**

By: [Signature]  
Benton County Sheriff

**BENTON COUNTY FIRE DISTRICT #1**

By: \_\_\_\_\_  
Board of Fire District #1 Chairman

**BENTON COUNTY FIRE DISTRICT #4**

By: [Signature]  
Fire Commissioner

**FRANKLIN COUNTY**

By: [Signature]  
Chairman

Attest:  
[Signature]  
Clerk of the Board

Approved as to Form:

[Signature]  
Franklin County Prosecutor

**FRANKLIN COUNTY SHERIFF**

By: [Signature]  
Franklin County Sheriff

WALLA WALLA COUNTY

By: Charles Ar Marden  
Chairman

Attest:

Donnie R Viuti  
Clerk of the Board

Approved as to Form:

James R. Boyle  
Walla Walla County Prosecutor

WALLA WALLA COUNTY SHERIFF

By: Michael Humphreys  
Walla Walla County Sheriff

BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN  
INTERLOCAL COOPERATIVE  
AGREEMENT WITH THE  
TRI-COUNTY FIRE  
INVESTIGATION TASK  
FORCE

RESOLUTION NO. 01007

WHEREAS, an Interlocal Cooperative Agreement has been offered to Walla Walla County by the Tri-County Fire Investigation Task Force, said agreement to establish and provide an interagency agreement on the matters critical to the investigation of fire and arson within the Tri-County region;

WHEREAS, County Sheriff J. Michael Humphreys has reviewed the proposed Agreement and recommended approval; and

WHEREAS, the County Prosecuting Attorney has also reviewed same; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that do hereby approve said Interlocal Cooperative Agreement, and that the Chairman shall sign said in the name of the Board.

Done this 9th day of January, 19 2001

Attest: Connie R. Axtell  
Clerk of the Board.

Charles A. Maudin Chairman  
[Signature] Commissioner  
David J. Carey Commissioner

Constituting the Board of County Commissioners  
of Walla Walla County, Washington.

# RESOLUTION

00 495

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE TRI-COUNTY FIRE INVESTIGATION TASK FORCE INTERLOCAL COOPERATIVE AGREEMENT,

BE IT RESOLVED that Max E. Benitz, Jr., Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the Tri-County Fire Investigation Task Force Interlocal Cooperative Agreement.

Dated this 9th day of Oct., 192000

Max E Benitz Jr  
Chairman of the Board.

Leo M Bauman  
Member.

Claude Oliver - absent  
Member.

Attest: Jeri Lynn Cabbage  
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington.

**FRANKLIN COUNTY RESOLUTION 2000-460**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: TRI-COUNTY FIRE INVESTIGATION TASK FORCE INTERLOCAL  
COOPERATIVE AGREEMENT**

**WHEREAS**, the Tri-County Fire Investigation Task Force Interlocal Cooperative Agreement was presented to the Franklin County Board of Commissioners in an effort to establish and provide an interagency agreement on the matters critical to the investigation of fire and arson within the Tri-County region; and

**WHEREAS**, the County Sheriff and Prosecuting Attorney have reviewed the proposed Agreement and recommend approval; and

**WHEREAS**, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120 the legislative authority of each county is authorized to enter into agreements on behalf of the County and have the care of County property; and

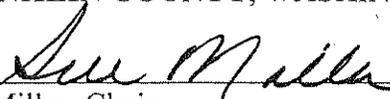
**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this agreement as being in the best interest of Franklin County;

**NOW, THEREFORE, BE IT RESOLVED** the attached Tri-County Fire Investigation Task Force Interlocal Cooperative Agreement is hereby approved.

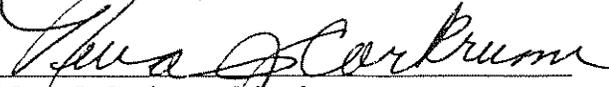
**BE IT FURTHER RESOLVED** that the Chairman of the Board is hereby authorized to sign said Agreement on behalf of the Board.

**APPROVED** this 13<sup>th</sup> day of November, 2000.

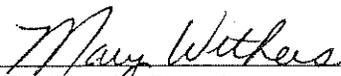
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Sue Miller, Chair

  
Frank H. Brock, Member

  
Neva J. Corkrum, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes

cc: Sheriff  
Prosecutor's Office

## EXHIBIT "A"

### TRI-COUNTY FIRE INVESTIGATION TASK FORCE

#### OPERATIONAL GUIDELINES

**Section 1. Scope of Operations.** Unless otherwise agreed upon in advance by the participating agencies of a specific incident, the Task Force concept shall be limited in scope. A typical response should be limited to the processing of a fire scene (fire scene and debris analysis, evidence collection, photography, documentation, etc.) as may be necessary to establish a fire or explosion scene origin and cause.

It shall remain the host jurisdiction's responsibility to interview witnesses and/or suspects, and pursue the investigation to its conclusion without Task Force member involvement.

It is recognized that Task Force members may be required to testify outside of their jurisdiction in Superior Court when deemed necessary by the applicable Prosecuting Attorney's Office.

It shall be the responsibility of all Task Force members to adhere to all the procedures and guidelines established in this interlocal agreement. Task Force members shall conduct their investigations in strict compliance with laws governing such activities and the applicable investigation policies of the host jurisdiction.

**Section 2. Call Out Procedures.** The agency with statutory investigative authority of the incident shall make the request for a Fire Investigation Task Force response. The decision to call the Task Force should be made only after consultation between the local Fire Service and Law Enforcement officials in order to establish its necessity.

The host jurisdiction shall be in charge of the Task Force operations for the specific incident. In addition, the host jurisdiction will provide a Task Force team member who will assume the position of Team Leader. The Team Leader shall have supervisory authority over all Team members involved in the call-out for the specific incident investigation.

In the event the agency cannot fill the Team Leader position, the first arriving Task Force team member shall assume the Team Leader position. The Team Leader shall be responsible for assessing the appropriate response to the specific incident, then contacting the additional Team members.

The host jurisdiction shall also be responsible for providing a person who will act as a liaison between the host jurisdiction and the Task Force team. The Liaison and Team Leader positions may be held by the same individual, provided that both positions can be adequately maintained. In the event the Team Leader is from an outside agency, a person from the host jurisdiction shall staff the Liaison position.

The Task Force shall operate within the framework of the Incident Command System. It shall be the responsibility of the Team Leader to communicate with and establish team operational authority from the Incident Commander.

Task Force members shall consult with their supervisors in accordance with the agency's internal policies and receive specific approval to respond to any Task Force call-out.

**Section 3. Logistical Support.** The host jurisdiction agrees to furnish necessary rehab supplies and facilities (meals, drinks, restroom facilities, lodging, etc.) for Task Force members as may be necessary for a specific incident. The Team Leader shall be responsible for notifying the host jurisdiction Liaison of projected rehab supply and facility needs.

In the event of purchase or rental of special equipment (front-end loaders, cranes, dump trucks, hand-tools, portable water pumps, etc.) is necessary for the Task Force to complete their mission, the host jurisdiction shall be liable for any fees or charges associated with such equipment use. The Team Leader shall be responsible for receiving approval for incurring such fees or charges from the host jurisdiction's Liaison prior to obtaining the equipment.

The host jurisdiction shall be responsible for any fees or charges relating to the cost of film, film processing and/or other materials utilized for scene documentation during Task Force operations.

The host jurisdiction shall not be liable for any fees or charges associated with maintenance, repair or replacement of any tools or equipment provided by another agency for use during Task Force operations.

**Section 4. Task Force Members.** The Fire Investigation Task Force shall consist of at least one, but not more than two members from each participating agency. Proposed team members shall provide written authorization from their agency's Administrator designating them as the agency's Task Force member.

Task Force members should be those individuals who are skilled in fire scene origin and cause determination and/or Washington State Commissioned Peace Officers with knowledge of arson investigation techniques.

Task Force member positions may also be supportive positions such as evidence technicians, fire scene photographers, computer diagraming specialists, etc.

**Section 5. Participation.** Participation in a Task Force call-out is based upon each agency's personnel availability. It is recognized that situations involving workload or other emergencies within a member's jurisdiction may result in a Task Force member being unavailable to respond to a call-out request.