

COPY

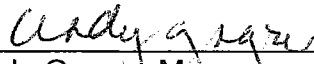
RESOLUTION NO. 04-2010

**INTERAGENCY COOPERATIVE AGREEMENT BETWEEN
REGION SIX FIRE INVESTIGATION TASK FORCE
AND THE CITY OF OMAK TO PROVIDE PROFESSIONAL
AND EFFECTIVE FIRE INVESTIGATION SERVICES**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the Interagency Cooperative Agreement attached hereto between the **CITY OF OMAK**, and **REGION SIX FIRE INVESTIGATION TASK FORCE**, is hereby approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and the City Clerk is authorized and directed to attest her signature.


INTRODUCED and passed this 10th day of January 2010.

APPROVED:



Cindy Gagne, Mayor

ATTEST:



Kathy Lobdell, City Clerk

APPROVED AS TO FORM:



Michael Howe, City Attorney

ORIGINAL
COPY

Region Six Fire Investigation Task Force

INTERAGENCY COOPERATIVE AGREEMENT

STATEMENT OF INTENT

Determining the cause, origin, and extent of loss of all fires is essential for fire prevention and may detect criminal activity and arson. The mission of the Region Six Fire Investigation Task Force is to: "Provide prompt, professional, and effective fire investigation to all requesting jurisdictions within the Fire Protection Services of Region Six". To assist in that mission, all fire agencies are encouraged to train their personnel in cause and origin determination and scene protection; and to investigate ALL fires within their jurisdiction.

Any fire or law enforcement agency within Region 6 that is legally authorized to conduct fire investigations may request an investigative team based on the following criteria:

- A. The fire is of suspicious cause; or
- B. There is a fatality or serious injury involved with the fire; or
- C. There is a major value loss (as determined by the requesting agency) in the fire; or
- D. The agency has exhausted all their resources in determining cause and origin.

SCENE OPERATIONS

Upon arrival at the scene, the lead investigator shall report to the incident commander.

The requesting agency may turn the investigation of the fire over to the team, or they may choose to retain control over the investigation. In either choice, the requesting agency shall be included in the entire investigation.

The investigation shall be conducted under the direction of the lead investigator using established procedures. All evidence, statements, reports, drawings, and photographs shall be provided to the lead investigator for compilation. The lead investigator is responsible for ensuring all reports are completed in a timely fashion, and that the investigation proceeds in an acceptable manner to the requesting agency.

INVESTIGATIVE COSTS

Normal personnel and travel expense for participating team members shall be the responsibility of the parent agency. Special investigation costs such as overtime, lodging, & special equipment needs shall be the responsibility of the requesting agency unless other arrangements have been made with the parent agency. Any special investigation costs to be billed to the requesting agency shall be approved by the agency head prior to any expenditure.

FINDINGS & REPORTS

Preliminary reports shall be given to the requesting agency within five working days of the on scene examination. Depending on local protocol; if the fire is determined to be of a criminal nature:

1. A police report shall be filed with the local police / sheriff. This report shall include the names of all principals, a description of the crime(s), and any other pertinent information; and/or
2. Necessary reports, interviews, photographs, and evidence shall be filed with the local police/sheriff having jurisdiction in the area.

In either instance, the lead investigator, and all team members shall cooperate fully with the requesting agency and the agency having jurisdiction in the prosecution of the individual(s). The insurance company involved shall have access to the reports under the Arson Reporting Immunity Act (RCW 48.50).

DEACTIVATION

Upon completion of the investigation, the lead investigator shall notify the requesting agency. If local protocol dictates, when released by the requesting agency, the lead investigator shall also notify the county Sheriff/ County Fire Marshal.

The requesting agency shall be told at that time of any items for which they will be billed, and the approximate costs. Each Task Force Agency working the fire scene will submit itemized invoices to the lead investigator. A true and correct itemized invoice shall be sent to the requesting agency as soon as possible by the Task Force staff after all expenses are compiled.

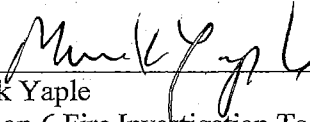
The lead investigator is responsible for submitting all reports, forms, and billing documentation required by the Task Force, to the Task Force staff within ten (10) working days of deactivation.

When cost recovery is possible, the team leader shall present an itemized invoice to the prosecutor showing the true and accurate expenses incurred by the team for such items as film, evidence collection and processing, administrative support fees, audio and video tape, travel, expenses, labor, etc. This invoice shall also include any and all labor performed by the team members while at the scene, doing follow-up work, court time, and travel time.

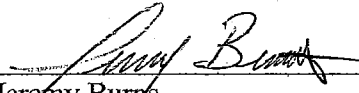
If restitution is ordered or reduced by the court, the percentage method will be used to determine reimbursement for each agency involved in the investigation.

This agreement shall take effect on the date of your signature and shall remain in force and effect until cancelled by mutual agreement of all the parties hereto, or by written notice by one party to all other parties giving 30 days notice in writing of such cancellation

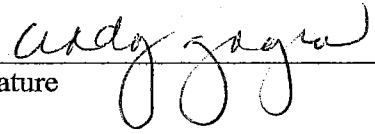
Signatures:



Mark Yaple
Region 6 Fire Investigation Task Force Chairman



Jeremy Burris
Region 6 Fire Investigation Task Force Co-Chair



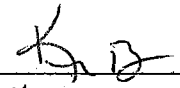
Signature

CINDY GABNE MAYOR

Printed Name & Title

1-20-10

Date



Signature

Kevin Bowling Omak Fire Chief

Printed Name & Title

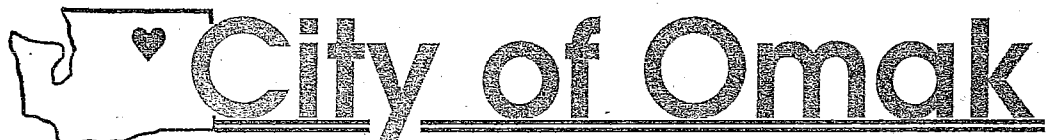
1-21-10

Date

*An individual identified in R.C.W. 48.48.060 as having the legal authority to conduct a fire investigation within the jurisdiction must sign this agreement:

In Cities & Towns, this is the Chief of the Fire Department, the Chief of Police, or other person designated by the City Legislative Authority.

In unincorporated areas of the county, it is the County Fire Marshal, County Sheriff or other person designated by the County Legislative Authority.



State of Washington

In the Heart of the Okanogan

email: kathyl@omakcity.com

2 North Ash
(509) 826-1170

P.O. Box 72

Omak, WA 98841

Fax: (509) 826-6531

January 21, 2010

Jeremy Burns, Co-Chair
Region 6 Fire Investigation Task Force
800 A Street S.E.
Ephrata, WA 98823

RE: Interagency Cooperative Agreement

Dear Mr. Burns,

Omak City Council, in regular session January 19, 2010, approved Resolution 04-2010, consenting to an Interagency Cooperative Agreement with Region 6 Fire Investigation Task Force.

Enclosed you will find a copy of the Resolution and two City-executed original Agreements. Please provide the appropriate signatures on both documents and return one for my records.

Sincerely,

Kathy Loddell
City Clerk
City of Omak

Encls.

cc: Kevin Bowling, Fire Chief



Omak Volunteer Fire Department

Phone (509) 826-0760
Fax (509) 826-6057

16 N. Ash St.
P.O. Box 72

Kevin Bowling, Fire Chief

Omak, Wash. 98841

Resolution #04-2010

To: Mayor Gagne
Omak City Council

From: Kevin Bowling, Omak Fire Chief

Date: January 14, 2010

Re: Region Six Fire Investigation Task Force Interagency Cooperative Agreement

This cooperative agreement is so that we can call upon additional resources from the Fire Region 6 Fire Investigation Task Force when the need arises to investigate suspicious fire's, a fire where there was a fatality(s), a fire that involves a major dollar loss, or just need more help with fire investigations in general.

Currently, with assistance from volunteer firefighters I conduct fire investigations for residential fires. If we were to have a commercial structure fire that involves a large dollar loss and large building then this is where we would utilize the task force. Due to budget cuts the State Fire Marshal's office does not provide fire investigation services any longer.

Signing onto this agreement will benefit the city therefore I recommend your approval.

Thank you for your consideration,


Kevin Bowling
Omak Fire Chief