

REGION 6 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 6 Fire Investigation Task Force is to: "provide prompt, professional, and effective fire investigation to all requesting jurisdictions within Fire Protection Services Region Six (6)." 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 agency/law enforcement within Region 6 that is a signatory to the Interagency Cooperative Agreement, may request an investigative team based on the following criteria:

- A. The fire is of suspicious cause; or
- B. There is a fatality 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.

INVESTIGATION 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, and 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 AND 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.

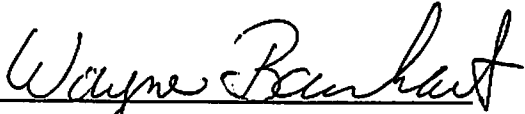
The requesting agency shall be told at that time of any items for which they will be billed, and the approximate costs. Each Task Force agency working the fire scene will submit itemized invoices to the lead investigator. A true and correct itemized invoice shall be sent to the requesting agency as soon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

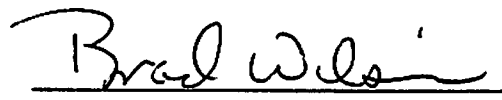
The lead investigator is responsible for submitting all reports, forms, and billing documentation required by the Task Force, to the Task Force staff within ten (10) working days of deactivation.


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.

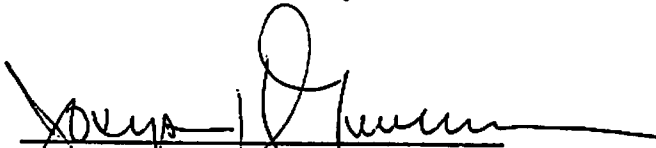
This agreement shall take effect on the date of your signature and shall remain in force and effect until canceled by mutual agreement of all the parties hereto, or by written notice by one party to all other parties giving thirty (30) days notice in writing of such cancellation. This agreement should be reviewed by each party every three (3) years.


Wayne Barnhart
Co-Chair Region Six


Brad Wilson
Co-Chair Region Six


Dave Helms, Chief
Moses Lake Fire Department


DATE OF SIGNATURE


Joseph K. Gavinski, City Manager
City of Moses Lake