



Fire Investigator Services Agreement
The City of Fullerton

AGREEMENT BETWEEN THE CITY OF ANAHEIM
AND THE CITY OF FULLERTON
FOR FIRE INVESTIGATOR SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, is by and between the City of Anaheim (“Anaheim”) and the City of Fullerton (“Fullerton”).

R E C I T A L S

WHEREAS, Anaheim employs fire investigators; and

WHEREAS, the Fire Chief for Anaheim has determined that Anaheim fire investigators have the capacity to provide fire investigation services to other jurisdictions; and

WHEREAS, Fullerton desires to use the services of the Anaheim fire investigators on an as needed basis, and further agrees to reimburse Anaheim for these services when rendered; and

WHEREAS, Anaheim has determined that it is in its interest to provide fire investigator services to Fullerton Fire Department in exchange for the reimbursement of costs; and

WHEREAS, California Government Code section 54981 provides that the city council of a city may contract with another local agency for the performance of municipal services.

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Anaheim agrees to provide fire investigators to Fullerton, when such services are requested by Fullerton, subject to the following conditions:
 - a. An Anaheim fire investigator is available to respond.

- b. Fire investigation needs in Anaheim take precedence over requests for fire investigation services in Fullerton.
 - c. If the Anaheim fire investigator is not immediately available to respond to Fullerton, he/she will respond as soon as practicable.
 - d. Requests for the response of the Anaheim fire investigator(s) shall be made through Metro Net Fire Dispatch Center by a Chief Officer representing the Fullerton Fire Department.
 - e. Fire investigator services may be utilized for origin and cause investigations, arson investigations and prosecution, 911 abuse investigations or fraud related to fire protection services.
2. When requested to respond to the scene of an emergency incident in Fullerton, the Anaheim fire investigator(s) will report to the incident commander upon arrival and coordinate the investigation procedures through the incident commander.
3. Other investigations conducted by the Anaheim fire investigator(s) in Fullerton shall be coordinated through the Fullerton fire chief or the chief's designated representative.
4. From time to time, subject to availability, the Anaheim fire investigator(s) may be requested to provide training to Fullerton personnel on origin and cause fire investigation techniques, in order to facilitate initial origin and cause investigations in Fullerton.
5. As a normal practice, the Anaheim fire investigator(s) will work in coordination with the Fullerton Police Department on criminal investigations. The Fullerton Police Department will be notified by the incident commander, Fullerton Fire Chief or the Anaheim fire investigator(s) of the Anaheim fire investigator's involvement and status under this Agreement.
6. The Anaheim fire investigator(s) will provide a written report to the Fullerton fire chief or the chief's designated representative, for each investigation completed. All reports shall be requested through the fire department's custodian of records. All fees associated with the request will be waived under this agreement.

Additionally, the Anaheim fire investigator(s) shall be responsible to submit all necessary reports or other documentation to the District Attorney, through the filing agency, for prosecution of cases that are deemed prosecutable. The Anaheim fire investigator(s) shall also be available for follow-up meetings with the Fullerton Police Department

investigators, insurance investigators and District Attorney Personnel. The Anaheim investigator(s) shall be made available to testify in court, as required.

7. In consideration of services provided under this Agreement, Fullerton agrees as follows :
 - a. To reimburse Anaheim at the Fire Captain Level IV Arson Investigator rate as set forth in the existing Memorandum of Understanding with the Anaheim Firefighter's Association. It will further be calculated within one of two categories: Regular Duty (100%) or Over Time (150%).
 - b. To reimburse Anaheim for Portal to Portal. This is defined as time of dispatch to the time of Available in Quarters. This is established for fire scene origin and cause determination, evidence collections, photographic scene documentation, data collection, and case follow up requirements as requested and approved.
 - c. To reimburse Anaheim for all investigative services that are applicable to the fire scene origin and cause determination. This includes, but not limited to, report writing, evidence processing, interviews, meetings with law enforcement agencies, or presentation(s) to the governing agency as requested and approved. This could include training requests.
 - d. To pay A twelve percent (12%) administrative rate applied to all billable hours when invoiced under this Agreement.
 - e. Pay Anaheim within 45 calendar days of receipt of an invoice.
 - f. Fullerton will be notified 30 days prior to an increase of any base or special pay related to the Fire Captain Level IV Arson Investigator rate with each subsequent Memorandum of Understanding between Anaheim and the Anaheim Firefighter's Association.
8. Anaheim shall maintain worker's compensation insurance covering its fire investigator.
9. Each party hereto shall defend, indemnify, and hold harmless the other party and its respective council members, officers, employees, and agents, from and against any and all liabilities, claims, demands, debts, suits, actions, and causes, arising out of any negligent or willful act or omission of such indemnifying party or its officers, employees or agents, done or performed pursuant to the terms and conditions of this Agreement.
10. This Agreement shall be effective as of the day and year hereinabove written and continue until terminated by either party. Either party may terminate this Agreement for

any reason by giving thirty (30) days' written notice to the other party. Written notice shall be delivered or mailed to:

To Anaheim:

Attn: Fire Chief

Anaheim Fire & Rescue

201 S. Anaheim Blvd., Ste. 300

Anaheim, CA 92805

To Fullerton:

Attn: Fire Chief

Fullerton Fire Department

303 W. Commonwealth Ave.

Fullerton, CA 92832

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF ANAHEIM

Dated:_____

By:_____

Mayor

City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF FULLERTON

Dated:_____

By:_____

Mayor

APPROVED AS TO FORM:

By:_____

Attorney for the City of Fullerton