

Metropolitan King County Council Law, Justice, Health and Human Services Committee

STAFF REPORT

| AGENDA ITEM: | 6 | DATE: | March 10, 2009 |
|--------------------|-----------|--------------|----------------------|
| PROPOSED ORDINANCE | 2009-0135 | PREPARED BY: | Clifton Curry |

SUBJECT: AN ORDINANCE authorizing the county executive to execute interlocal agreements between King County and the cities of Black Diamond, Carnation, Des Moines, Issaquah, Lake Forest Park and Snoqualmie for fire investigations services.

<u>SUMMARY</u>: The King County Sheriff's Office provides law enforcement services to unincorporated King County and, through contracts, to cities, Metro Transit, King County Airport, and school districts. The sheriff provides contract police services for cities and other governmental entities that allow the contracting agency to specify levels of service. In 2008, the county transferred responsibility for the investigation of fires from the county's Department of Development and Environmental Services (DDES) to the King County Sheriff's Office.

This ordinance, if approved, will allow the sheriff's office to provide fire investigation services to the cities of Black Diamond, Carnation, Des Moines, Issaquah, Lake Forest Park, and Snoqualmie. King County has provided fire investigation services to cities for many years under contract through DDES. Under King County Ordinance 15921, authority for the investigation of fires and the Fire Investigation Unit were transferred from DDES to the sheriff's office effective January 1, 2008. This ordinance authorizes the executive to enter into interlocal agreements, identical for each city, to continue the provision of fire investigation services under the King County Sheriff's Office.

Background. The investigation of "origins, causes, circumstances and extent of loss from fires" is the responsibility of trained fire investigators, who can make determinations whether fires are the result of accidental or other causes, or are deliberately set, and are criminal arson. Therefore, the investigations of fires can lead to criminal prosecution requiring that investigators be trained in law enforcement investigation. Many arson investigators are law enforcement personnel. In 2007, the council moved fire investigative staff from DDES' Office of the Fire Marshal and moved these personnel to the sheriff's office. The Fire Investigation Unit (FIU), part of the sheriff's Criminal Investigation Division, conducts comprehensive fire investigations to determine the origin and cause of fires and criminal investigation of those fires determined to be arson. In 2007, the unit investigated 424 fires, of which 202 were determined to be arson fires. The closure rate of the 202 fires determined to be arson was 25 percent—a closure rate approximately 10 percent higher than the national average for closed arson fires.

The unit is directly responsible for fire investigations throughout unincorporated King County and also has historically provided investigative services to cities under contract. This proposed Ordinance authorizes the extension of fire investigative services to the cities of Black Diamond, Carnation, Des Moines, Issaquah, Lake Forest Park, and Snoqualmie. These contracts provide for at least one county fire investigator to be available in an "on-call" status 24 hours every day to respond to requests for fire investigation in contract cities. On scene, fire investigators provide scene security, obtain search warrants, conduct origin and cause investigations, photograph and sketch scenes, collect evidence, and conduct interviews. Criminal investigation includes all work that is necessary for the identification, apprehension and prosecution of those responsible for committing the crime of arson. The unit also investigates associated crimes which are perpetrated in the commission of an arson fire. These investigations include coordination with local, state and federal law enforcement agencies within the State of Washington and nationwide. As part of their responsibilities, the investigators assist the King County Prosecutor's Office in all criminal proceedings and participate in courtroom testimony and depositions rendering expert opinions.

These contracts provide for reimbursement according to established formulae based on workload and the cost of the unit. The methodology is consistent with that used in previous DDES fire investigation contracts. The methodology covers all associated costs, which are totally recoverable by King County and is estimated to generate about \$30,000 in annual revenues for the county's General Fund.

ATTACHMENTS:

- 1. Proposed Ordinance 2009-0135
- 2. Executive Transmittal Letter
- 3. Fire Investigations Interlocal Agreement
- 4. Fiscal Note



KING COUNTY

ATTACHMENT 1

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

February 19, 2009

Ordinance

| | Proposed No. 2009-0135.1 Sponsors Lambert |
|----|---|
| 1 | AN ORDINANCE authorizing the county executive to |
| 2 | execute interlocal agreements between King County and |
| 3 | the cities of Black Diamond, Carnation, Des Moines, |
| 4 | Issaquah, Lake Forest Park and Snoqualmie for fire |
| 5 | investigations services. |
| 6 | |
| 7 | STATEMENT OF FACTS: |
| 8 | 1. The cities of Black Diamond, Carnation, Des Moines, Issaquah, Lake |
| 9 | Forest Park and Snoqualmie desire to provide fire investigations services |
| 10 | in areas under their respective jurisdictions in 2009. |
| 11 | 2. The county has the ability to provide those fire investigations services. |
| 12 | 3. Participation in these agreements is to the benefit of the citizens of |
| 13 | King County. |
| 14 | BE IT ORDAINED BY THE COUNCIL OF KING COUNTY |
| 15 | SECTION 1. The county executive is authorized to execute agreements, |
| 16 | substantially in the form attached to this ordinance, with the cities of Black Diamond, |

1

Ordinance

17 Carnation, Des Moines, Issaquah, Lake Forest Park and Snoqualmie for fire

18 investigations services.

19

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

ATTEST:

Dow Constantine, Chair

Anne Noris, Clerk of the Council

APPROVED this _____ day of _____, ____

Attachments

A. Interlocal Agreement Between King County and the City of Des Moines for Provision of Fire Investigation Services

2

ATTACHMENT 2



Ron Sims King County Executive 701 Fifth Avenue, Suite 3210 Seattle, WA 98104

206-296-4040 Fax 206-296-0194 TTY Relay: 711 www.kingcounty.gov RECEIVED 2009 FEB 19 AM 10: 00 KING COUNTY COUNCIL



February 17, 2009

The Honorable Dow Constantine Chair, King County Council Room 1200 COURTHOUSE

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will allow the Sheriff's Office to provide fire investigations services to the cities of Black Diamond, Carnation, Des Moines, Issaquah, Lake Forest Park, and Snoqualmie. King County has provided fire investigations services to cities for many years under contract through the Department of Development and Environmental Services (DDES). Under King County Ordinance 15921, authority for the investigation of fires and the Fire Investigations Unit were transferred from DDES to the Sheriff's Office effective January 1, 2008. This ordinance authorizes the executive to enter into interlocal agreements, identical for each city, to continue the provision of fire investigation services under the King County Sheriff's Office.

The Fire Investigation Unit (FIU) conducts comprehensive fire investigations to determine the origin and cause of fires and criminal investigation of those fires determined to be arson. In 2007, the unit investigated 424 fires, of which 202 were determined to be arson fires. The closure rate of the 202 fires determined to be arson was 25 percent—a closure rate approximately 10 percent higher that the national average for closed arson fires.

These contracts provide for at least one county fire investigator to be available in an "on-call" status 24 hours every day to respond to requests for fire investigation in contract cities. On scene, fire investigators provide scene security, obtain search warrants, conduct origin and cause investigations, photograph and sketch scenes, collect evidence, and conduct interviews. They also conduct criminal follow-up investigations and assist the King County Prosecutor's Office in all criminal proceedings.

The Honorable Dow Constantine February 17, 2009 Page 2

These contracts provide for reimbursement according to established formulae based on workload and the cost of the unit. The methodology is consistent with that used in previous DDES fire investigations contracts. The methodology covers all associated costs, which are totally recoverable by King County.

Sharing fire investigations service is of considerable benefit to all citizens in terms of both cost and public safety. By sharing the unit, costs are distributed among multiple jurisdictions that must provide the service. This is a more cost-effective approach than maintaining individual units. The Fire Investigations Unit works collaboratively in the region with fire departments, regional fire authorities, city police departments, and other agencies to ensure that the most efficient and cost effective fire investigations are being provided to contract customers and the residents of King County.

Should you or any of your staff have questions concerning this legislation, please contact Captain Shawn Ledford, Contract Services, King County Sheriff's Office, at 206-296-4183.

Sincerely,

King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Tom Bristow, Interim Chief of Staff Saroja Reddy, Policy Staff Director Anne Noris, Clerk of the Council Frank Abe, Communications Director Bob Cowan, Director, Office of Management and Budget (OMB) Krista Camenzind, Budget Supervisor, OMB The Honorable Susan Rahr, King County Sheriff Captain Shawn Ledford, Contract Services, King County Sheriff's Office (KCSO) DeWayne Pitts, Chief Financial Officer, KCSO

ATTACHMENT 3 INTERLOCAL AGREEMENT BETWEEN 2009 - 135 KING COUNTY AND THE CITY OF DES MOINES FOR PROVISION OF FIRE INVESTIGATION SERVICES

Atlachment A

THIS AGREEMENT is made and entered into this day by and between King County, a home rule charter county and political subdivision of the State of Washington, (hereinafter "the County"), and the City of Des Moines, a municipal corporation in the State of Washington (hereinafter "City").

WHEREAS, the City has requested that the County perform fire investigation services on its behalf; and

WHEREAS, the County is willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized by the Interlocal Cooperation Act, RCW 39.34;

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, it is agreed by and between the County and the City as follows:

Ι.

COUNTY OBLIGATIONS

The King County Sheriff's Office Fire Investigation Unit shall provide the following fire investigation services to the City:

- A. Provide personnel, resources and material deemed appropriate by the County to supply the level of fire investigation services specified under this Agreement.
- B. Provide the same degree, type, and level of fire investigation service as is customarily provided to residents of unincorporated King County. These services are to be continuously available to the City every day of the year, both day and night. Services provided shall include the following:
 - 1. At least one County Fire Investigator will be available in an "on-call" status 24 hours per day to respond to requests for fire investigation in the City.
 - 2. Fire Investigators shall be responsible for the following, as appropriate:
 - a) Report to the Incident Commander or other Fire Department and/or Police personnel holding the fire scene;
 - b) Assume control of the fire scene upon approval of the Incident Commander;

- c) Provide scene security;
- d) Evaluate the scene for legal authority to continue the scene examination and prepare and obtain search warrants when required by law to do so;
- e) Conduct an Origin and Cause Investigation;
- f) Photograph the fire scene;
- g) Sketch the fire scene;
- h) Collect evidence in those fires determined to be incendiary in cause;
- i) Interview witnesses and/or suspects;
- j) Prepare an Origin and Cause Report for all fires and prepare such associated reports required by the King County Sheriffs Office and/or King County Prosecutor's Office;
- k) Conduct the criminal follow-up investigation or assist the local police agency with the criminal follow-up investigation as determined by the local police official; and
- Assist the King County Prosecutors office in all criminal proceedings, including providing expert witness testimony during trial.
- 3. Fire investigation callouts will be in accordance with the protocols outlined in Exhibit A: "Fire Investigation Call Out Protocols for Contract Entities."
- 4. The King County Fire Investigation Unit shall be responsible for compiling information and providing monthly Uniform Crime Reports to the King County Sheriff's Office on behalf of the City for the crime of arson.

II. <u>CITY OBLIGATIONS</u> The City shall:

A. Delegate to the County's Fire Investigation Unit staff the authority and power to provide fire investigation services on behalf of the City as set forth in this Agreement.

- B. Provide police support as requested by the Fire Investigation Unit staff assigned to work on cases/incidents in the City.
- C. Pay the County the sum indicated in the Exhibit B. Annual reimbursement in years following the initial year of this Agreement shall be recalculated as part of any agreement to extend the term of this Agreement pursuant to paragraph III. The recalculated annual reimbursement amount shall be based upon the actual cost of King County providing specified services to the City and shall be consistent with the calculation method utilized in Exhibit B attached hereto.

III. DURATION

This Agreement shall take effect on January 1, 2009 and shall automatically terminate one year thereafter. The Agreement may be extended one additional year thereafter via written authorization by the City to KCSO. Beginning the third operational year, this Agreement will renew automatically from year to year unless terminated by either party as provided herein.

IV. <u>TERMINATION</u>

Either party may terminate this Agreement upon 12 months' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

V. MODIFICATION

This instrument constitutes the entire Agreement between the parties and supersedes all prior Agreements. No modifications or amendment shall be valid unless evidence in writing, properly agreed to and signed by both parties. In the event that either of the parties shall desire to re-negotiate any of the provisions of this Agreement, such party shall notify the other party in writing of its intent. Such request to re-negotiate shall not be considered a notice of termination.

VI. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered on behalf of the City by the chief executive office of the City or his/her designee and, on behalf of the County by the King County Sheriff or his/her designee.

VII. MUTUAL COVENANTS

Both parties understand and agree that the County is acting as an independent contractor.

A. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;

- B. All County persons rendering services under this Agreement shall be for all purposes employees of the County;
- C. The County contact person for citizen complaints, service requests and general information on fire investigation services is the King County Fire Investigation Unit supervisor, or alternatively, the KCSO Criminal Investigations Division, Major Investigations Section supervisor; and
- D. The chief executive officer of the City may refer any problem relating to County services provided under this Agreement to the King County Sheriff. In the event of a dispute between the parties as to the extent of the service to be rendered, or the minimum level or manner of performances of such service, the determination of the King County Sheriff shall be final and conclusive in all respects.

VIII. INDEMNIFICATION

- A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of negligent acts or omissions of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, for negligent acts or omissions of the County, the County shall satisfy the same.
- B. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of negligent acts or omissions of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, for negligent acts or omissions of the City shall satisfy the same.

- C. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.
- D. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

IX. COMPLETE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded.

X. THIRD PARTY BENEFICIARIES

This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first herein above written.

| King County | City of Des Moines |
|--|---------------------|
| | |
| King County Executive | Mayor/City Manager |
| Date | Date |
| King County Sheriff's Office | Approved as to Form |
| King County Sheriff | City Attorney |
| Date | Date |
| Approved as to Form | · |
| | |
| King County Deputy Prosecuting Attorney | |

Date

EXHIBIT A FIRE INVESTIGATION CALL OUT PROTOCOLS FOR CONTRACT ENTITIES

1.0 **SUBJECT TITLE** Fire Investigation Unit - Call Out Protocols for contract entities

2.0 **PURPOSE**

2.1 To outline the policies of the King County Sheriff's Office regarding the investigation of fires in cities having a contractual agreement for fire investigation with King County and to establish recommended procedures to be followed by the responsible fire suppression agency in determining when a King County fire investigator should be requested.

3.0 ORGANIZATIONS AFFECTED

- 3.1 King County Sheriff's Office
- 3.2 Fire Departments/Districts providing fire suppression to a city that has contracted with the King County Sheriff's Office for fire investigation services.
- 3.3 Cities having contracts with King County for fire investigation services

4.0 **<u>REFERENCES</u>**

- 4.1 International Fire Code
- 4.2 R.C.W. Chapter Title 9 and 9A
- 4.3 R.C.W. 19.27.110
- 4.4 R.C.W. 52.12.031 (7)
- 4.5 RCW 43.44.050
- 4.6 King County Administrative Policies and Procedures
- 4.7 King County Fire Marshal Operating instructions Manual
- 4.8 King County Fire Investigation Unit Policy & Procedure Manual

5.0 **PROCEDURE**

- 5.1 The Fire Investigation Unit should be notified and respond to fires as follows:
 - a. Fires where one or more deaths have occurred.
 - b. Fires where one or more serious injuries have occurred, and those injuries have required or are expected to require hospitalization of the

injured party(s).

- c. Fires that are suspected to be, or are known to be intentionally set and are not investigated by Fire Department personnel under one of the excepted categories in 6.2.
- d. Fires where the fire suppression agency has not determined a cause, except where the loss is minimal and there is no measurable value in determining the cause.
- e. All fires where there is evidence that an explosive device was used to initiate the fire or resulted in the fire occurring.

Note: This provision is not intended to include containers normally found at the fire scene that exploded as a result of the fire, such as propane bottles, compressed air bottles or aerosol containers.

- 5.2 The King County Sheriff's Office Fire Investigation Unit will maintain an investigative program designed to collect, store and disseminate information relating to the prevention of fires, accidental or arson caused, to reduce loss of life, fire related injuries, incident frequency and monetary loss.
- 5.3 Every effort will be made to determine the cause of every investigated fire.
- 5.4 Where the cause has been determined to be arson, the Fire Investigation Unit of the King County Sheriff's Office shall perform the follow-up investigation and preparation of criminal charges where appropriate.
- 5.5 In incidents involving death or serious injury where hospitalization was or is expected to be required, all reports, evidence, and photographs will be properly secured by the Fire Investigation Unit until the case has been resolved
- 5.6 The King County Fire Investigation Unit will compile and submit monthly UCR (Uniform Crime Reporting) data for the Federal Bureau of Investigation to the King County Sheriff's Office, for cities who contract with the King County Sheriff's Office for police services and to the City Police Department for all cities that maintain their own Police Department if requested.
- 5.7 Fire investigators will submit a scene report within 48 hours of an incident to the police chief and fire chief.

6.0 **RESPONSIBILITIES**

6.1 The King County Fire Investigation Unit is responsible for the investigation of all fires that have been investigated by the Fire Investigation Unit as outlined in section 5.1 of this document.

- 6.2 Qualified Fire Department personnel in the responsible fire suppression agency may conduct fire investigations in the following categories:
 - a. Intentionally set fires in dumpsters and other refuse/garbage containers.
 - b. Intentionally set fires in newspaper collection containers
 - c. Intentionally set fires in newspaper distribution structures (Times, P.I., etc.).
 - d. Intentionally set fires in containers used for collection of clothing, etc.
 - e. Intentionally set fires in abandoned vehicles with a value less than \$250.
 - f. And other such fires as the responsible fire department is qualified to investigate.
- 6.3 For investigations conducted by Fire Department personnel for the investigations noted in section 6.2 above the following recommended procedures may be followed:
 - a. Notification of the King County Fire Investigation Unit within 48 hours of all fire investigations conducted by the Fire Department in accordance with Section 6.2 for all fires that were determined to be intentionally set.
 - b. Examination of the fire scene to determine area, point of origin and cause.
 - c. Identification, protection, preservation and collection of all physical evidence for all fires that were determined to be intentionally set. Fire department personnel will assist the responsible Police Department patrol unit in packaging of evidence, which will then be transported by the patrol unit for storage.
 - d. Preparation of a comprehensive fire investigation report using the King County Fire Investigation Unit format and, where necessary, a fire scene sketch for all fires that were determined to be intentionally set.
 - e. Photographing of the fire scene should be accomplished in three (3) steps, 1) prior to disturbing any debris or other items at or near the point of origin, 2) once again during the examination and 3) at the conclusion of the examinations. Any items considered to be evidence should be shown in photographs at the time and place they were discovered and identified.

f. Notification of the responsible Police Department via the police communications center where arson is suspected or confirmed.

- g. Forwarding of the fire report along with all available information obtained during the investigation and transfer of the physical evidence, where appropriate, to the Fire Investigation Unit for all fires that were determined to be intentionally set.
- h. Forwarding a copy of the photographs (or other acceptable photographic medium) and the negatives of the incident to the Fire Investigation Unit for all fires that were determined to be intentionally set.

Note: The proper documentation of fire incidents, accidental or arson, is critical. The scene examination must provide factual information describing what, where, why, and how this fire occurred. Photographs, properly taken, will provide a picture record of the conditions on arrival, during examination, and at the conclusion. The combination will be the basis for re-construction of the fire scene, determination of important time factors and sequence of events prior to and at the time of the fire, including the fire tactics used in extinguishing the fire, an important consideration.

-16-

EXHIBIT B ARSON SERVICES TO CITIES TOTAL COUNTY COST AND ALLOCATION OF CONTRACT HOURS

| | 005 % of TO 1: | 20 | | 1 | | | | | | |
|---------------------|----------------------|----------|------------------|----------|-------------------|----------|------------------|----------|-------------------|-----------|
| | | | 2006 | 2007 | 20 | 101 | TOTALS | AVE | AVERAGE | 2009 |
| | · L | | HOURS % of TOTAL | HOURS | HOURS 1% of TOTAL | HOURS | HOURS % of TOTAL | HOURS | HOURS 1% of TOTAL | COSTS |
| ZZ | | | 0.52 | 16.75 | 1.30 | 54.75 | 1.01 | 18.25 | 0.98 | \$1,747 |
| N N N | 75 16.92 | 525.00 | 22.10 | 78.00 | 6.07 | 899.75 | 16.62 | 299.92 | 16.10 | \$28,706 |
| N | | 13.75 | 0.58 | | | 13.75 | 0.25 | 4.58 | 0.25 | \$438 |
| S | | | | - | | | | | | \$0 |
| | 25 8.05 | 94.50 | 3.98 | 102.25 | 7.96 | 338.00 | 6.24 | 112.67 | 6.05 | \$10,784 |
| KENMORE 240.25 | 25 13.70 | 148.75 | 6.26 | 48.50 | 3.78 | 437.50 | 8.08 | 145.83 | 7.83 | \$13,958 |
| ISSAQUAH 62.25 | 25 | 24.25 | 1.02 | 1 | | 86.50 | 1.6 | 43.25 | 2.32 | \$4,140 |
| AKE FOREST PA - | | 52.50 | | 14.25 | 1.11 | 66.75 | 1.23 | 66.75 | 3.58 | \$6,389 |
| MAPLE VALLEY 21.00 | 00 1.20 | 186.00 | 7.83 | 195.25 | 15.21 | 402.25 | 7.43 | 134.08 | 7.20 | \$12,833 |
| NORTH BEND 16.50 | | 50.00 | 2.10 | • | | 66.50 | 1.23 | 22.17 | 1.19 | \$2,122 |
| SAMMAMISH 144.00 | 8.2 | 285.75 | 12.03 | 38.75 | 3.02 | 468.50 | 8.65 | 156.17 | 8.38 | \$14,947 |
| SEATAC 242.25 | 25 13.81 | 220.75 | 9.29 | 320.00 | 24.92 | 783.00 | 14.46 | 261.00 | 14.01 | \$24,981 |
| SHORELINE 321.25 | 25 18.32 | 620.50 | 26.12 | 355.75 | 27.71 | 1,297.50 | 23.97 | 432.50 | 23.21 | \$41,396 |
| SNOQUALMIE 122.25 | | 22.25 | 0.94 | 1 | • | 144.50 | 2.67 | 48.17 | 2.59 | \$4,610 |
| | 50 6.87 | 119.25 | 5.02 | 114.55 | 8.92 | 354.30 | 6.54 | 118.10 | 6.34 | \$ 11,304 |
| FOTAL 1,754.00 | 00 96.5 | 2,375.50 | 97.8 | 1,284.05 | 100.0 | 5,413.55 | 100.0 | 1,863.44 | 100.0 | \$178,355 |
| | | | | | | | | | | |
| | | | | | | | | | | |

12/24/2008 4:55 PM

Page 1 of 1

ATTACHMENT 4

FISCAL NOTE

| Ordinance/Motion No. 00- | |
|----------------------------------|-----------------------------------|
| Title: | Fire Investigations Unit Contract |
| Affected Agency and/or Agencies: | King County Sheriff's Office |
| Note Prepared By: | Jason King |
| Note Reviewed By: | Kate Davis |

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

These contracts are agreements between the King County Sheriff's Office (KCSO) and various cities within King County for fire investigation services as stand-alone contracts. The contracts are necessitated from the transfer of the County's fire investigators from Department of Development and Environmental Services (DDES) to the KCSO.

The revenue assumption uses the existing agreement methodology and replaces DDES costs with KCSO specific costs. The revenue supports a unit that was established in the KCSO's 2008 budget and requires no new appropriation to implement. The total revenue in this fiscal note reflects the sum of the stand-alone contracts (cities that do not contract for other police services with the KCSO).

*Revenue to:

| Fund/Agency | Fund | Revenue | Cu | rrent Year | • | 1st Year | 2 | nd Year | 3 | ird Year |
|-----------------|-------|-----------------|----|------------|----------|---------------------------------------|----|---------|----|----------|
| | Code | Source | | | <u> </u> | · · · · · · · · · · · · · · · · · · · | | | | |
| Current Expense | 0010 | Contract Cities | \$ | 28,108 | \$ | 29,513 | \$ | 30,989 | \$ | 32,539 |
| | TOTAL | | \$ | 28,108 | \$ | 29,513 | \$ | 30,989 | \$ | 32,539 |

*Expenditures from:

| Fund/Agency | Fund | Department | Cu | Current Year 1st Year | | 1st Year | 2nd Year | | 3 | rd Year |
|-----------------|------|-------------------------|----|-----------------------|----|----------|----------|--------|----|---------|
| | Code | | | | | | | | | |
| Current Expense | 0010 | Sheriff's Office (0200) | \$ | 28,108 | \$ | 29,513 | \$ | 30,989 | \$ | 32,539 |
| · · · | | | | | | | | | | |
| | | | \$ | 28,108 | \$ | 29,513 | \$ | 30,989 | \$ | 32,539 |

Expenditures by Categories

| | Current Year | | 1st Year | | 2nd Year | | rd Year |
|---------------------------------------|--------------|----|----------|-----|----------|----|---------|
| Salaries & Benefits | \$ 28,108 | \$ | 29,513 | \$ | 30,989 | \$ | 32,539 |
| Supplies and Services | | \$ | · _ | \$. | | \$ | |
| Capital Outlay | | 1 | | | | | |
| Other | | | | | | | |
| · · · · · · · · · · · · · · · · · · · | | | | | | | |
| TOTAL | \$ 28,108 | \$ | 29,513 | \$ | 30,989 | \$ | 32,539 |

*Outyear expenditures and revenues are inflated by 5%