

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

STAFF REPORT

AGENDA ITEM:	8	DATE:	March 10, 2009
PROPOSED ORDINANCE	2009-0136	PREPARED BY:	Clifton Curry

SUBJECT: AN ORDINANCE authorizing the county executive to execute an amendment to the 2000 interlocal agreement relating to fire investigation services between King County and the cities of Beaux Arts, Burien, Covington, Kenmore, Maple Valley, Newcastle, North Bend, Sammamish, SeaTac, Shoreline, Skykomish and Woodinville, to account for the move of the fire investigations unit from the King County department of development and environmental services to the King County Sheriff's Office.

<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 proposed ordinance, if approved, will amend the existing 2000 Interlocal Agreement (ILA) for fire investigation services between King County and the cities of Beaux Arts, Burien, Covington, Kenmore, Maple Valley, Newcastle, North Bend, Sammamish, SeaTac, Shoreline, Skykomish, and Woodinville. King County has provided fire investigations services to these cities for many years under contract through the Department of Development and Environmental Services (DDES). Under Ordinance 15921, responsibility for the investigation of fires and the Fire Investigations Unit was transferred from DDES to the Sheriff's Office effective January 1, 2008. The proposed ILA amendment makes minor administrative changes to account for this transfer.

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.

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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 continuation of the historic contracts with cities, recognizing that the responsibility for fire investigations has transferred to the sheriff's office. 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 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 investigations contracts. The methodology covers all associated costs, which are totally recoverable by King County and is estimated to generate almost \$160,000 in annual revenues for the county's General Fund.

ATTACHMENTS:

- 1. Proposed Ordinance 2009-0136
- 2. Executive Transmittal Letter
- 3. Fire Investigations Interlocal Agreement--Amendments
- 4. Fiscal Note



KING COUNTY

Signature Report

ATTACHMENT 1 1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

February 19, 2009

Ordinance

Proposed No. 2009-0136.1

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to 2 execute an amendment to the 2000 interlocal agreement 3 relating to fire investigation services between King County 4 and the cities of Beaux Arts, Burien, Covington, Kenmore, 5 Maple Valley, Newcastle, North Bend, Sammamish, 6 SeaTac, Shoreline, Skykomish and Woodinville, to account 7 for the move of the fire investigations unit from the King County department of development and environmental 8 9 services to the King County sheriff's office. 10 11 **STATEMENT OF FACTS:** 12 1. The cities of Beaux Arts, Burien, Covington, Kenmore, Maple Valley, 13 Newcastle, North Bend, Sammamish, SeaTac, Shoreline, Skykomish and 14 Woodinville and the county entered into an interlocal agreement relating 15 to law enforcement services, which included provision for fire 16 investigation services, effective in 2000.

1

Ordinance

17	2. The fire investigations unit that provides fire investigations service in
18	accordance with the interlocal agreement was moved from the fire
19	marshal's office in the King County department of development and
20	environmental services to the King County sheriff's office effective
21	January 1, 2008, in accordance with Ordinance 15921.
22	3. The proposed amendment accounts for the fire investigations unit move
23	from the department of development and environmental services to the
24	sheriff's office.
25	4. Amendments to the 2000 interlocal agreement approved by this
26	ordinance are authorized by the Interlocal Cooperation Act, chapter 39.34
27	RCW.
28	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY
29	SECTION 1. The county executive is hereby authorized to execute an
30	amendment to the 2000 interlocal agreement, substantially in the form attached to this
31	ordinance, relating to fire investigation services between King County and the cities of
32	Beaux Arts, Burien, Covington, Kenmore, Maple Valley, Newcastle, North Bend,
33	Sammamish, SeaTac, Shoreline, Skykomish and Woodinville, to account for the move of
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Ordinance

35 the fire investigations unit from the King County department of development and

- 36 environmental services to the King County sheriff's office.
- 37

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

ATTEST:

Dow Constantine, Chair

Anne Noris, Clerk of the Council

APPROVED this _____ day of _____, ____.

Attachments

A. Amendment to Interlocal Agreement Between King County and Cities of Beaux Arts, Burien Covington, Kenmore, Maple Valley, Newcastle, North Bend, Sammamish, SeaTac, Shoreline, Skykomish, and Woodinville for Law Enforcement and Fire Investigation Services

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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 9: 59 CLEPK KING COUNTY COUNCIL

2009-136

February 17, 2009

The Honorable Dow Constantine Chair, King County Council Room 1200 C O U R T H O U S E

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will amend the 2000 Interlocal Agreement (ILA) for fire investigation services between King County and the cities of Beaux Arts, Burien, Covington, Kenmore, Maple Valley, Newcastle, North Bend, Sammamish, SeaTac, Shoreline, Skykomish, and Woodinville. King County has provided fire investigations services to these cities for many years under contract through the Department of Development and Environmental Services (DDES). Under Ordinance 15921, responsibility for the investigation of fires and the Fire Investigations Unit was transferred from DDES to the Sheriff's Office (KCSO) effective January 1, 2008. The proposed ILA amendment makes minor administrative changes to account for this transfer.

Under the ILA, the King County Fire Investigations Unit (FIU) provides 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.

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.

The Honorable Dow Constantine February 17, 2009 Page 2

This ILA provides 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. This contract 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 FIU 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
<u>ATTN</u>: 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 2009-136

Amendment to Interlocal Agreement

Between King County and Cities of Beaux Arts, Burien, Covington, Kenmore, Maple Valley, Newcastle, North Bend, Sammamish, SeaTac, Shoreline, Skykomish, and Woodinville for Law Enforcement and Fire Investigation Services

WHEREAS, the parties entered into an Interlocal Agreement for law enforcement services in 2000; AND WHEREAS, in 2002 section 6.19.1 relating to fire investigation services was amended; NOW THEREFORE:

1) Section 6.19 is amended as follows:

6.19 Fire Investigation

- 6.19.1 Beginning in the year 2000, tThe City may purchase fire investigation services through this agreement. These services will be provided by the King County <u>Sheriff's Office (KCSO)</u> <u>Department of Development and Environmental Services (DDES) Fire Marshal's Office by separate agreement with the KCSO and are optional to the city. If the city purchases fire investigation services from the County, Tthe cost for this service is shown on Exhibit B, and will be calculated in accordance with Exhibit G: "Arson Fire Investigation Costing Model." Fire Investigation callouts will be in accordance with protocols outlined in Exhibit H: "Arson Fire Investigation Call Out Protocols," unless superseded by new or revised protocols adopted by the Oversight Committee, (DDES) KCSO, and affected fire agencies.</u>
- 6.19.2 During the year 2000, the Oversight Committee will sponsor a series of discussions, to include the KCSO, DDES, the King County Executive, contract cities, Fire Agencies, and other cities receiving DDES Fire Investigation Services. The KCSO, in conjunction with DDES, fire agencies and the cities will be responsible for developing a work plan for Oversight Committee approval. The purpose of this work plan will be to identify options for the long-term provision of fire investigation services to city customers. The work plan may consider the following issues: call-out protocols, costing methods, service delivery and organizational issues. The intent of these parties is that the Oversight Committee will make a recommendation for future service delivery by October 31, 2000.

6.19.3 Day-to-day fire investigation operational issues will be handled at the lowest practical organizational level. This may typically include staff from the city police, fire agencies and DDES King County Sheriff's Office.

2) Exhibit G is amended as follows:

EXHIBIT G: ARSON FIRE INVESTIGATION COSTING MODEL

Pursuant to section 6.19 of the Interlocal Agreement Relating to Law Enforcement Services, the King County <u>Sheriff's Office (KCSO)</u> Department of Development and Environmental Services (DDES) will provide <u>optional</u> fire investigation services to cities contracting with the King County Sheriff's Office KCSO for police services. The extent to which contract cities use these fire investigation services is not likely to be uniform. This exhibit sets forth the model by which costs of providing such service is to be allocated among the contracting cities.

A city will be charged in accordance with its percentage of historic usage of the service. The total cost to the County is reflected in Exhibit B, as updated by the County from year to year. A percentage of that total cost is assigned to each city based on its historic usage. The percentages of historic usage by cities are updated for each successive contract year. A three-year average is used with the most recent year being added and the oldest year being deleted. A summary table setting forth the current updated percentage assigned to each city is included in Exhibit B.

To determine the cost for each city, the total County cost identified in Exhibit B shall be multiplied by the city's average percentage of use indicated on the most current summary table (Exhibit B). Each city must pay the amount specified whether the service is used during the contract year or not. If a city does not use the services during the contract year, that city's percentage assignment for fire investigation services will drop due to the three-year averaging approach described above. There is no refund for low usage or non-usage.

In the event that cities <u>collectively</u> utilize more <u>or less hours</u> than the previously established "share" <u>of the Fire Investigations Unit assigned to contract cities</u>, and the total program cost city charge no longer meets accordingly exceeds the total cost to the County set forth in Exhibit B, the County shall adjust the "share" in the following year's Exhibit B per Section 4 (Compensation) of the ILA. Any "share" adjustment shall require the approval of a majority of Oversight Committee members. those cities exceeding their assigned percentage shall be responsible for the additional cost. Additional costs shall be billed to cities at the DDES' hourly overtime rate set forth in Exhibit B.

3) Exhibit H is amended as follows:

EXHIBIT H: ARSON FIRE INVESTIGATION CALL OUT PROTOCOLS

- 1.0 SUBJECT TITLE: <u>King County Sheriff's Office</u> Fire Investigation Unit Call Out Protocols for contract cities
- 2.0 PURPOSE:
 - 2.1 To outline the policies of the King County Fire Marshal's 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 Department of Development and Environmental Services
- 3.21 King County Fire Marshal's Sheriff's Office
- 3.32 Fire Departments/Districts providing fire suppression to a city that has contracted with the King County Fire Marshal's for fire investigation services.
- 3.4 King County Sheriff's Office
- 3.53 Cities having contracts with King County for fire investigation services
- 4.0 REFERENCES:

- 4.1 Uniform 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 R.C.W. 48.48.06050
- 4.6 King County Administrative Policies and Procedures
- 4.7 King County Fire Marshal Operating instructions Manual
- 4.8 King County Fire Marshal 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 Fire Marshal's <u>Sheriff's</u> Office 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 Fire Marshal's <u>Sheriff's</u> 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 the following business day 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.
 - 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.

 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.

4) This amendment replaces any previous amendments.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

City of _____

King County Executive

Chief Executive Officer

Approved as to Form

Approved as to Form

Senior Deputy Prosecuting Attorney for DAN SATTERBERG King County Prosecuting Attorney City Attorney

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

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- 66.50 1.23 22.17 1.19 3.02 468.50 8.65 156.17 8.38 24.92 783.00 14.46 261.00 14.01 27.71 1,297.50 23.97 432.50 23.21 27.71 1,297.50 23.97 432.50 23.21 - 144.50 2.67 48.17 2.59 8.92 354.30 6.54 118.10 6.34 \$ 100.0 5,413.55 100.0 1,863.44 100.0 \$	186.00 7.83			195.25	15.21	402.25	7.43	134.08	7.20	
3.02 468.50 8.65 156.17 8.38 24.92 783.00 14.46 261.00 14.01 27.71 1,297.50 23.97 432.50 23.21 - 144.50 2.67 48.17 2.59 - 144.50 2.67 48.17 2.59 8.92 354.30 6.54 118.10 6.34 100.0 5,413.55 100.0 1,863.44 100.0	50.00 2.10	2.10		1	-	66.50	1.23	22.17	1.19	\$2,122
24.92 783.00 14.46 261.00 14.01 27.71 1,297.50 23.97 432.50 23.21 - 144.50 2.67 48.17 2.59 8.92 354.30 6.54 118.10 6.34 100.0 5,413.55 100.0 1,863.44 100.0	285.75 12.03	12.03		38.75	3.02	468.50	8.65	156.17	8.38	\$14,947
27.71 1,297.50 23.97 432.50 23.21 - 144.50 2.67 48.17 2.59 8.92 354.30 6.54 118.10 6.34 \$ 100.0 5,413.55 100.0 1,863.44 100.0 \$	220.75 9.29			320.00	24.92	783.00	14.46	261.00	14.01	\$24,981
- 144.50 2.67 48.17 2.59 8.92 354.30 6.54 118.10 6.34 \$ 100.0 5,413.55 100.0 1,863.44 100.0 1	620.50 26.12 3		.	355.75	27.71	1,297.50	23.97	432.50	23.21	\$41,396
8.92 354.30 6.54 118.10 6.34 \$ 100.0 5,413.55 100.0 1,863.44 100.0 1	22.25 0.94	0.94		1	•	144.50	2.67	48.17	2.59	\$4,610
100.0 5,413.55 100.0 1,863.44 100.0	119.25 5.02			114.55	26.8	354.30	6.54	118.10	6.34	\$ 11,304
	2,375.50 97.8 1,2			284.05	100.0	5,413.55	100.0	1,863.44	100.0	\$178,355

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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 amendments to the current Interlocal Agreements between the King County Sheriff's Office (KCSO) and cities that contract for police services to provide fire investigation services. 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 contract city agreements (cities that contract for police services with the KCSO).

*Revenue to:

Fund/Agency	Fund	Revenue	Cu	irrent Year	1st Year	2	2nd Year	:	Brd Year
	Code	Source			···.				······
Current Expense	0010	Contract Cities	\$	150,247	\$ 157,759	\$	165,647	\$	173,930
								ļ	
	TOTAL		\$	150,247	\$ 157,759	\$	165,647	\$	173,930

*Expenditures from:

Fund/Agency	Fund	Department	Current Year-		1st Year		2nd Year		Brd Year
	Code				······				
Current Expense	0010	Sheriff's Office (0200)	\$ 150,247	\$	157,759	\$	165,647	\$	173,930
			\$ 150,247	\$	157,759	\$	165,647	\$	173,930

Expenditures by Categories

	Current Year	1st Year		2nd Year		3rd Year	
Salaries & Benefits	\$ 150,247	\$	157,759	\$	165,647	\$	173,930
Supplies and Services		\$	-	\$	-	\$	<u> </u>
Capital Outlay	· · · · · · · ·						
Other							
TOTAL	\$ 150,247	\$	157,759	\$	165,647	\$	173,930

*Outyear expenditures and revenues are inflated by 5%