

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

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| AGENDA TITLE: Amendment to Fire Investigation Services Agreement |
| DEPARTMENT: Police Department |
| PRESENTED BY: Dan Pingrey |

PROBLEM/ISSUE STATEMENT:

The Shoreline Fire Department along with the Shoreline Police Department work together at fire scenes to ensure life safety and security of the scene. It is the responsibility of the Shoreline Fire Department to determine cause and origin. Once a fire has been determined to be of a suspicious nature, the investigation falls under the purview of the King County Fire Marshall's Office. It is the legal responsibility of the City to fund such investigative services.

The City of Shoreline has been contracting for the Fire Marshall Service through a contract with King County DDES. Responsibility for the King County Fire Marshalls Office has been transferred to the Investigations Division of the King County Sheriff's Office. A new ILA needs to be signed between the City of Shoreline and the Sheriff's Office to continue contracting for the Fire Marshall Service.

ALTERNATIVES ANALYZED:

Consideration was made regarding Shoreline Fire providing this service. At this time they do not have the personnel or training to take on these additional tasks. Therefore, the King County Fire Marshall is responsible for investigating suspicious fires in King County and scenes where serious injury, death or extensive property damage occurs...

FINANCIAL IMPACT:

By not investigating these fires the City could incur serious liability.

The City has been paying for the King County Fire Marshall services through the King County Department of Developmental and Environmental Services. The new ILA that is being proposed will not increase the costs of the Fire Marshall Services. The new ILA will be managed by the KCSO. Specific language was cleaned up at the request of the contract cities and allows for financial decisions/changes to occur by a majority vote of the Oversight Committee. The Oversight Committee is made up of representatives of all of the cities that contract with the Fire Marshall's Office.

No significant budget implications will occur by approving this contract. Funding is already in the current budget. See exhibit "B" for breakdown of the cost of services provided.

RECOMMENDATION

Staff recommends that the Shoreline City Council approve and sign this Inter-local agreement for King County Fire Marshall services provided through the King County Sheriff Office.

Approved By:

City Manager



City Attorney



ATTACHMENTS:

Attachment A- Amendment to Interlocal Agreement

Attachment B- Cost Methodology

**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, the~~ City may purchase fire investigation services through this agreement. These services will be provided by the King County Sheriff's Office (KCSO) ~~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,~~ the 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.

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 Sheriff's Office (KCSO) ~~Department of Development and Environmental Services (DDES)~~ will provide optional 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 collectively utilize more or less ~~hours~~ than the previously established "share" of the Fire Investigations Unit assigned to contract cities, 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: King County Sheriff's Office 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~~ Sheriff's 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 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 ~~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.
- 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.

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: FIRE INVESTIGATION COST METHODOLOGY FOR CONTRACT CITIES

| CITY | <u>2005</u> | | <u>2006</u> | | <u>2007</u> | | <u>TOTALS</u> | | <u>AVERAGE</u> | | 2009 COST ESTIMATE ONLY* |
|------------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|--------------------------------|
| | HOURS | % of TOTAL | HOURS | % of TOTAL | HOURS | % of TOTAL | HOURS | % of TOTAL | HOURS | % of TOTAL | |
| Black Diamond | 25.75 | 1.33 | 12.25 | 0.50 | 16.75 | 1.25 | 54.75 | 0.95 | 18.25 | 0.95 | \$1,666 |
| Burien | 296.75 | 15.35 | 525.00 | 21.35 | 78.00 | 5.80 | 899.75 | 15.68 | 299.92 | 15.59 | \$27,382 |
| Carnation | - | - | 13.75 | 0.56 | 0 | 0 | 13.75 | 0.24 | 4.58 | 0.24 | \$418 |
| Des Moines | 141.25 | 7.31 | 94.50 | 3.84 | 102.25 | 7.60 | 338.00 | 5.89 | 112.67 | 5.86 | \$10,286 |
| Duvall | 77.25 | 4.00 | 50.50 | 2.05 | 7.50 | 0.56 | 135.25 | 2.36 | 45.08 | 2.34 | \$4,116 |
| Kenmore | 240.25 | 12.43 | 148.75 | 6.05 | 48.50 | 3.61 | 437.50 | 7.63 | 145.83 | 7.58 | \$13,314 |
| Issaquah | 62.25 | 3.22 | 24.25 | 0.99 | 0 | 0 | 86.50 | 1.51 | 28.83 | 1.50 | \$2,632 |
| Lake Forest Park | - | - | 52.50 | 2.14 | 14.25 | 1.06 | 66.75 | 1.16 | 33.38 | 1.74 | \$3,048 |
| Maple Valley | 21.00 | 1.09 | 186.00 | 7.56 | 195.25 | 14.51 | 402.25 | 7.01 | 134.08 | 6.97 | \$12,241 |
| Newcastle | 101.50 | 5.25 | 32.75 | 1.33 | 53.75 | 4.00 | 188.00 | 3.28 | 62.67 | 3.26 | \$5,722 |
| North Bend | 16.50 | 0.85 | 50.00 | 2.03 | 0 | 0 | 66.50 | 1.16 | 22.17 | 1.15 | \$2,024 |
| Sammamish | 144.00 | 7.45 | 285.75 | 11.62 | 38.75 | 2.88 | 468.50 | 8.17 | 156.17 | 8.12 | \$14,258 |
| SeaTac | 242.25 | 12.53 | 220.75 | 8.98 | 320.00 | 23.79 | 783.00 | 13.65 | 261.00 | 13.57 | \$23,828 |
| Shoreline | 321.25 | 16.62 | 620.50 | 25.24 | 355.75 | 26.44 | 1,297.50 | 22.62 | 432.50 | 22.49 | \$39,486 |
| Snoqualmie | 122.25 | 6.33 | 22.25 | 0.90 | 0 | 0 | 144.50 | 2.52 | 48.17 | 2.50 | \$4,398 |
| Woodinville | 120.50 | 6.23 | 119.25 | 4.85 | 114.55 | 8.51 | 354.30 | 6.18 | 118.10 | 6.14 | \$10,782 |
| TOTAL | 1,932.75 | 100.0 | 2,458.75 | 100.0 | 1,345.30 | 100.0 | 5,736.80 | 100.0 | 1,923.40 | 100.0 | \$175,600** |

* 2009 Cost estimate is based on the 2008 adopted cost book, plus 5% inflation. Proposed 2009 costs will be sent to cities in September/October 2008. Adopted 2009 costs will be sent in April/May 2009.

** "Share" is the cost of one fully-loaded FIU FTE.