



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 11, 2002

Motion 11374

Proposed No. 2002-0051.1

Sponsors Gossett and Hague

1 A MOTION authorizing the county executive to execute
2 amendments to the 2000 Interlocal Agreement Relating to
3 Law Enforcement Services in order to clarify obligations and
4 implement recommendations relating to the provision of fire
5 investigation services by King County's department of
6 development and environmental services.

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WHEREAS, it is in the regional interest to have the county's trained and expert
investigators perform fire investigation services for unincorporated and contracted areas,
and

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WHEREAS, various cities and the county have entered into an Interlocal
Agreement Relating to Law Enforcement Services, that included provision for fire
investigation services effective in the year 2000 ("the 2000 Interlocal Agreement"), and

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WHEREAS, the 2000 Interlocal Agreement establishes a process for reviewing
fire investigation services and recommending future service delivery, and

17 WHEREAS, the county and cities agree that it is appropriate to continue with the
18 provision of fire investigation services by the department of development and
19 environmental services under the terms of the 2000 Interlocal Agreement, and

20 WHEREAS, the county and cities agree that amendments to the 2000 Interlocal
21 Agreement are warranted in order to implement the recommendations directed by the
22 Agreement and more clearly specify a formula for compensation that ensures continued
23 full cost recovery, and

24 WHEREAS, amendments to the 2000 Interlocal Agreement approved by this
25 motion are authorized by the Interlocal Cooperation Act, chapter 39.34 RCW;

26 NOW, THEREFORE, BE IT MOVED by the Council of King County:

27 The county executive is hereby authorized to execute amendments to the 2000

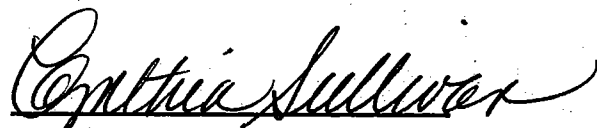
Motion 11374

28 Interlocal Agreement in substantially in the form attached to this motion as Attachments
29 A through D to this motion.
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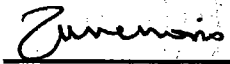
Motion 11374 was introduced on 1/28/02 and passed by the Metropolitan King County Council on 2/11/02, by the following vote:

Yes: 9 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen and Mr. Irons
No: 0
Excused: 4 - Mr. Phillips, Mr. Gossett, Ms. Hague and Ms. Patterson

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Amendment to Interlocal Agreement, B. Exhibit B, Arson Services to Cities Total County Cost and Allocation of Contract Hours, C. Exhibit G, Arson Investigating Costing Model, D. Exhibit H, Arson Investigation Call Out Protocols

Amendment to Interlocal Agreement

Between King County and Cities of Burien, Carnation, Covington, Kenmore, Maple Valley, Newcastle, North Bend, Sammamish, SeaTac, Shoreline and Woodinville for Fire Investigation Services Conducted Pursuant to the 2000 Interlocal Agreement relating to Law Enforcement Services

6.19.1 Fire Investigation

~~For~~ Beginning in the year 2000, the City may purchase fire investigation services through this agreement. These services will be provided by the King County Department of Development and Environmental Services (DDES) Fire Marshal's Office by separate agreement with the KCSO. The cost for this service is shown on Exhibit B, and will be calculated in accordance with Exhibit G: "Arson Investigation Costing Model." Fire Investigation callouts will be in accordance with protocols outlined in Exhibit H: "Arson Investigation Call Out Protocols," unless superseded by new or revised protocols adopted by the Oversight Committee, DDES and affected fire agencies.

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

CITY	1998		1999		2000		TOTALS		AVERAGE		2002	
	HOURS	% of TOTAL	HOURS	% of TOTAL	HOURS	% of TOTAL	HOURS	% of TOTAL	HOURS	% of TOTAL	COSTS	CONTRACT HOURS
BLACK DIAMOND	9	0.38	20.1	0.84	24.5	0.87	53.6	0.7	17.87	0.71	\$1,047	13
BURIEN	378	15.77	391.35	16.38	595.85	21.15	1365.2	17.96	455.07	17.96	\$26,485	333
CARNATION	0	0	98.2	4.11	31.75	1.13	129.95	1.71	43.32	1.71	\$2,522	32
COVINGTON	211.2	8.81	260	10.88	202	7.17	673.2	8.85	224.4	8.85	\$13,051	164
DES MOINES	75.75	3.16	114.35	4.79	154.2	5.47	344.3	4.53	114.77	4.53	\$6,680	84
DUVALL	3.5	0.15	1.5	0.06	4	0.14	9	0.12	3	0.12	\$177	2
KENMORE	95.5	3.99	221.35	9.27	146.7	5.21	463.55	6.1	154.52	6.1	\$8,995	113
MAPLE VALLEY	95	3.96	197.25	8.26	86.2	3.06	378.45	4.98	126.15	4.98	\$7,344	92
NEWCASTLE	0	0	1.25	0.05	4	0.14	5.25	0.07	1.75	0.07	\$103	1
NORTHBEND	153.25	6.4	114.6	4.8	247.5	8.78	515.35	6.78	171.78	6.78	\$9,998	126
PACIFIC	58.75	2.45	36	1.51	110.25	3.91	205	2.7	68.33	2.7	\$3,982	50
SAMMAMISH	0	0	35	1.47	292.75	10.39	327.75	4.31	109.25	4.31	\$6,356	80
SEATAC	412.25	17.2	269.5	11.28	145	5.15	826.75	10.87	275.58	10.87	\$16,029	201
SHORELINE	818	34.14	518.25	21.69	513.1	18.21	1849.35	24.32	616.45	24.32	\$35,863	451
WOODINVILLE	86	3.59	110.1	4.61	260.1	9.22	456.2	6	152.07	5.99	\$8,833	111
TOTAL	2396.2	100.00	2388.8	100.00	2817.9	100.00	7602.9	100.00	2534.31	100.00	\$147,465	1,853
2002 DDES hourly overtime rate is \$51.43.												

**ARSON SERVICES TO CITIES
2002 COST CALCULATION**

CITY	1998		1999		2000		TOTALS		AVERAGE		2002 COSTS
	HOURS	% of TOTAL	HOURS	% of TOTAL	HOURS	% of TOTAL	HOURS	% of TOTAL	HOURS	% of TOTAL	
BLACK DIAMOND	9	0.38	20.1	0.84	24.5	0.87	53.6	0.7	17.87	0.71	\$1,047
BURIEN	378	15.77	391.35	16.38	595.85	21.15	1365.2	17.96	455.07	17.96	\$26,485
CARNATION	0	0	98.2	4.11	31.75	1.13	129.95	1.71	43.32	1.71	\$2,522
COVINGTON	211.2	8.81	260	10.88	202	7.17	673.2	8.85	224.4	8.85	\$13,051
DES MOINES	75.75	3.16	114.35	4.79	154.2	5.47	344.3	4.53	114.77	4.53	\$6,680
DUVALL	3.5	0.15	1.5	0.06	4	0.14	9	0.12	3	0.12	\$177
KENMORE	95.5	3.99	221.35	9.27	146.7	5.21	463.55	6.1	154.52	6.1	\$8,995
MAPLE VALLEY	95	3.96	197.25	8.26	86.2	3.06	378.45	4.98	126.15	4.98	\$7,344
NEWCASTLE	0	0	1.25	0.05	4	0.14	5.25	0.07	1.75	0.07	\$103
NORTHBEND	153.25	6.4	114.6	4.8	247.5	8.78	515.35	6.78	171.78	6.78	\$9,998
PACIFIC	58.75	2.45	36	1.51	110.25	3.91	205	2.7	68.33	2.7	\$3,982
SAMMAMISH	0	0	35	1.47	292.75	10.39	327.75	4.31	109.25	4.31	\$6,356
SEATAC	412.25	17.2	269.5	11.28	145	5.15	826.75	10.87	275.58	10.87	\$16,029
SHORELINE	818	34.14	518.25	21.69	513.1	18.21	1849.35	24.32	616.45	24.32	\$35,863
WOODINVILLE	86	3.59	110.1	4.61	260.1	9.22	456.2	6	152.07	5.99	\$8,833
TOTAL	2396.2	100.00	2388.8	100.00	2817.9	100.00	7602.9	100.00	2534.31	100.00	\$147,465

ARSON SERVICES TO CITIES

ALLOCATION OF REGULAR AND OVERTIME HOURS

CITY	1998		1999		2000		TOTALS		AVERAGE		2002		REGULAR OVERTIME	
	HOURS	% of TOTAL	HOURS	% of TOTAL	HOURS	% of TOTAL	HOURS	% of TOTAL	HOURS	% of TOTAL	COSTS	HOURS	HOURS	
BLACK DIAMOND	9	0.38	20.1	0.84	24.5	0.87	53.6	0.7	17.87	0.71	\$1,047	11	2	
BURIEN	378	15.77	391.35	16.38	595.85	21.15	1365.2	17.96	455.07	17.96	\$26,485	280	53	
CARNATION	0	0	98.2	4.11	31.75	1.13	129.95	1.71	43.32	1.71	\$2,522	27	5	
COVINGTON	211.2	8.81	260	10.88	202	7.17	673.2	8.85	224.4	8.85	\$13,051	138	26	
DES MOINES	75.75	3.16	114.35	4.79	154.2	5.47	344.3	4.53	114.77	4.53	\$6,680	71	13	
DUVALL	3.5	0.15	1.5	0.06	4	0.14	9	0.12	3	0.12	\$177	2	0	
KENMORE	95.5	3.99	221.35	9.27	146.7	5.21	463.55	6.1	154.52	6.1	\$8,995	95	18	
MAPLE VALLEY	95	3.96	197.25	8.26	86.2	3.06	378.45	4.98	126.15	4.98	\$7,344	78	15	
NEWCASTLE	0	0	1.25	0.05	4	0.14	5.25	0.07	1.75	0.07	\$103	1	0	
NORTHBEND	153.25	6.4	114.6	4.8	247.5	8.78	515.35	6.78	171.78	6.78	\$9,998	106	20	
PACIFIC	58.75	2.45	36	1.51	110.25	3.91	205	2.7	68.33	2.7	\$3,982	42	8	
SAMMAMISH	0	0	35	1.47	292.75	10.39	327.75	4.31	109.25	4.31	\$6,356	67	13	
SEATAC	412.25	17.2	269.5	11.28	145	5.15	826.75	10.87	275.58	10.87	\$16,029	170	32	
SHORELINE	818	34.14	518.25	21.69	513.1	18.21	1849.35	24.32	616.45	24.32	\$35,863	379	71	
WOODINVILLE	86	3.59	110.1	4.61	260.1	9.22	456.2	6	152.07	5.99	\$8,833	93	18	
TOTAL	2396.2	100.00	2388.8	100.00	2817.9	100.00	7602.9	100.00	2534.31	100.00	\$147,465	1,560	293	

EXHIBIT G

ARSON INVESTIGATION COSTING MODEL

Pursuant to section 6.19 of the Interlocal Agreement Relating to Law Enforcement Services, the King County Department of Development and Environmental Services (DDES) will provide 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 for 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 utilize more hours than the previously established "share", and the total program cost accordingly exceeds the total cost to the County set forth in Exhibit B, 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.

EXHIBIT H
ARSON INVESTIGATION
CALL OUT PROTOCOLS

1. **PURPOSE.** In accordance with section 6.19.1 of the Interlocal Agreement, this Exhibit specifies the protocols for the King County Fire Marshal's Office investigation of fires in cities that contract for fire investigation services with King County.

2. **SCOPE OF INVESTIGATION.** Upon request by the City or its designee, the Fire Investigation Unit of the King County Fire Marshal's Office shall respond to the following fires:
 - 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 an injured party;
 - c. Fires that are suspected to be, or are known to be intentionally set and any other fires not otherwise investigated;
 - 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. Fires where there is evidence that an explosive device was used to initiate the fire or resulted in the fire occurring; provided that, this fire type does not include instances where a container normally found at the fire scene (such as propane bottles, compressed air bottles or aerosol containers) exploded as a result of the fire.

3. **SERVICES PROVIDED.** Upon request by the City or its designee for services in response to a fire within the scope of fire types listed in section 2 above, the King County Fire Marshal's Office shall:
 - a. Undertake reasonable efforts to investigate and determine the cause of the fire;
 - b. Where the cause has been determined to be arson, perform the follow-up investigation and preparation of criminal charges where appropriate;
 - c. In incidents involving death or serious injury where hospitalization was or is expected to be required, properly secure all reports, evidence, and photographs until the case has been resolved;
 - d. Compile and submit monthly Uniform Crime Reporting (UCR) data for the Federal Bureau of Investigation to the King County Sheriff's Office.