

RESOLUTION NO. 08-542

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH KING COUNTY FOR
PROVISION OF FIRE INVESTIGATION SERVICES**

WHEREAS, the City has determined its need for Fire Investigation Services; and

WHEREAS, the City has requested that King 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

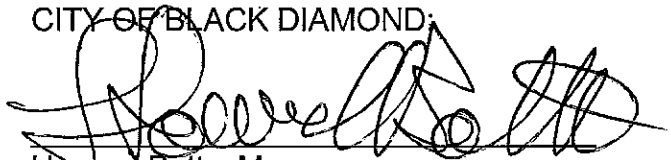
WHEREAS, this Agreement is authorized by the Interlocal cooperation Act, RCW 39.34;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

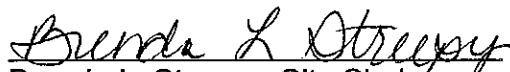
Section 1. The Mayor is hereby authorized to enter into an Interlocal Agreement with King County as contained in form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF OCTOBER, 2008.

CITY OF BLACK DIAMOND:


Howard Botts, Mayor

Attest:


Brenda L. Streepy, City Clerk

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF BLACK DIAMOND
FOR PROVISION OF FIRE INVESTIGATION SERVICES**

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 Black Diamond, 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:

I. 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
 - l) 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. CITY OBLIGATIONS

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. **TERMINATION**

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, 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**

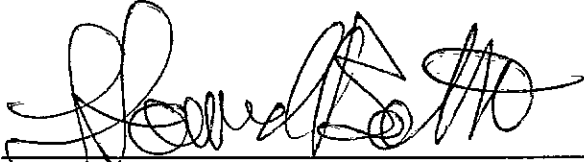
This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

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 Black Diamond

King County Executive



Mayor/City Manager

Date

10-2-08

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 **REFERENCES**

- 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

- c. injured party(s).
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.

EXHIBIT B
FIRE INVESTIGATION
COST METHODOLOGY FOR CONTRACT ENTITIES

| CITY | 2005 | | 2006 | | 2007 | | TOTALS | | AVERAGE | | 2009 COST | |
|------------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------|--------------------|
| | HOURS | % of TOTAL | HOURS | % of TOTAL | HOURS | % of TOTAL | HOURS | % of TOTAL | HOURS | % of TOTAL | HOURS | ESTIMATE ONLY* |
| 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 | 0 | 0 | 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 in October 2008.
 Adopted 2009 costs will be sent in May 2009.

** Cost of one fully-loaded FIU FTE.