

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Adoption of Amendments to the Interlocal Agreement with the Fire Department
DEPARTMENT: Planning and Development Services
PRESENTED BY: Joe Tovar, Director of Planning and Development Services

PROBLEM/ISSUE STATEMENT:

The Interlocal Agreement between the City and the Fire Department needs to be amended to reflect procedural changes resulting from ongoing practice improvements and attain consistency with model code definitions. This proposal has been placed on the consent agenda due to its efficiency and coordination nature rather than policy change implications. There are three (3) types of changes that need to be made:

- Revise inspection exempted residential construction to coincide with applicable International Residential (IRC) and Building Code (IBC) definitions;
- Acknowledge discretionary authority of the Fire Code Official in determining specific frequency of International Fire Code (IFC) required inspections; and
- Minor Adjustments to the procedures for plan tracking and notification as well grammatical corrections.

FINANCIAL IMPACT:

The approval of the proposed amendments to the Interlocal Agreement with the Fire Department has no new financial impact on the City.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to sign the attached Interlocal Agreement with the Fire Department.

Approved By:

City Manager

City Attorney

INTRODUCTION

The Interlocal Agreement between the City and the Fire Department needs to be amended to reflect changes resulting from procedural practice.

BACKGROUND

The Duration section of the agreement calls for an annual review of the terms and conditions to help ensure document content is consistent with ongoing operations, procedures and applicable evolving practical code interpretations. This mutual review resulted in the proposed amendments as reflected in the attachment.

These amendments to the Interlocal Agreement were presented to the Shoreline Fire Department Board of Commissioners and approved for final signature authorization on December 20, 2005.

ALTERNATIVES ANALYSIS

The following information provides a brief description of the amendments proposed to the Interlocal Agreement with the Fire Department:

Revise exempted Residential Construction

The existing Interlocal Agreement makes a specific reference to an "R-3" occupancy exemption from the IFC annual fire inspection requirement. In reality, townhouses meeting specific egress and height limitations, as defined in both the IBC and IRC, need not be, and are not, subjected to such inspections. The Interlocal Agreement, as proposed for amendment, replaces the reference with a plain language definition consistent with applicable code language.

Acknowledge Discretionary Authority of Fire Official

A universal requirement for conducting annual fire inspections in accordance with IFC Section 105.6 fails to account for buildings, or portions thereof, that in the professional opinion of the Fire Official do not need annual inspections to determine the extent of IFC compliance. For example, the Fire Department does not desire to be universally obligated to perform fire inspections in unoccupied buildings. City staff supports the Fire Department's request.

Minor Adjustments

The Fire Department and the City have been operating under the current Interlocal Agreement for sixteen (16) months. A few minor changes are proposed to better reflect how services are being provided in addition to grammatical corrections.

Physical Tracking of Files

The Fire Department would like to amend Section (3) and (4) regarding development project review procedures that apply to projects requiring concurrent review by both agencies. Currently the Interlocal Agreement allows for tracking of submittal documents removed from City files for Fire Department plan check purposes. In reality, the City has subsequently provided physical accommodation for Fire Department review of these submittals on premises. This obviates the need for Fire Department file maintenance. Therefore, the Fire Department would like to amend the Interlocal Agreement to reflect this practice. City staff supports the Fire Department's request. As a matter of clarification, this action shall not be construed to have any application to any permit for which the Fire Department holds lead processing authority such as sprinkler installations.

Fire Scene Posting and Notification

The Fire Department would like to amend the Interlocal Agreement regarding the removal of what amounts to a redundant City staff notification requirement. The Interlocal Agreement requires the Fire Department to provide written notice of a fire associated public safety hazard to be delivered the next business day to the City's Building Official. In practice, the City's Customer Response Team performs this same notification as a matter of course. This amendment will eliminate an administrative duplication of effort. Therefore, City staff agrees with the request.

Grammatical Corrections

These non-substantive grammatical "clean-up" changes are proposed at this opportune occasion.

RECOMMENDATION

Staff recommends that Council approve the amendments to the Interlocal Agreement with the Fire Department as presented in Attachment A.

ATTACHMENTS

Attachment A: Amended Interlocal Agreement with the Fire Department

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHORELINE AND
SHORELINE FIRE DEPARTMENT RELATING TO DEVELOPMENT REVIEW
PROCESS AND ENFORCEMENT OF THE INTERNATIONAL FIRE CODE WITHIN
THE CITY OF SHORELINE**

THIS AGREEMENT is made and entered this date by the Shoreline Fire Department, a political subdivision of the State of Washington (hereinafter referred to as "Fire Department") and the City of Shoreline, a non-charter optional municipal code city, incorporated under the laws of the state of Washington (hereinafter referred to as "City").

WHEREAS, RCW 39.34.080 authorizes public agencies to enter into agreements to perform any governmental service, activity, or undertaking which each public agency entering into the agreement is authorized to perform; and

WHEREAS, RCW 19.27.031 requires that there shall be in effect in all counties and cities the State Building Code, which includes the International Fire Code as adopted and amended by RCW 19.27; and

WHEREAS, the City has adopted land use regulations, a series of safety codes having to do with building, maintenance, and use of structures that are included in the Shoreline Municipal Code and other standards that relate to protection of properties, and

WHEREAS, the Fire Department has a Fire Prevention Division qualified to enforce the provisions of the International Fire Code and other regulations and standards related to fire prevention and safety, and

WHEREAS, the Fire Department is authorized by RCW 52.12.031 to conduct building inspections and fire investigations; and

WHEREAS, the City and the Fire Department wish to fully cooperate and coordinate activities so as to avoid unnecessary duplication of effort and resources,

THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by the City and the Fire Department as follows:

SECTION 1. ADMINISTRATION.

1. Authority: The City Manager has the final authority on interpretation, administration and enforcement of applicable codes and standards. The City Manager designates the Fire Chief to serve as the fire code official or code official as referenced in the International Fire Code and to provide services as described in this agreement.

SECTION 2. SERVICES PROVIDED BY THE FIRE DEPARTMENT.

1. General

The Fire Department's Fire Chief, or designee, shall work in conjunction with the City's City Manager or designee to administer and enforce the provisions of the International Fire Code as adopted and amended by the City. The Fire Department and City will annually review the need for adopting amendments to the International Fire Code.

2. Meetings and Correspondence

The Fire Department will appoint a qualified representative to participate in the City's development review process including pre-application meetings, technical review committee meetings, pre-construction conferences, and other meetings as requested by the City. The City will advise the Fire Department in a timely manner of meetings that require attendance. Correspondence between the City and Fire Department and assignments to the Fire Department shall be confirmed in writing or by e-mail.

3. Building or Land Use Permits

A. Plan Review

The Fire Marshal, or other qualified designee, shall review all code applicable plans for new construction, remodels and additions, tenant improvements, site development, and land use applications for compliance with the International Fire Code. Review comments will be sent to the City's designated project manager in a timely manner. Plan reviews shall include, but not be limited to the following:

- a. Analyzing fire flows and supplied water flows
- b. Fire Department access to property and buildings for fire fighting purposes
- c. The designation of Fire Lanes
- d. Required fire protection systems
- e. Required fire detection systems
- f. The need for fire hydrants and their location
- g. The need for standpipes and their locations
- h. Locations of Fire Department Connections and Post Indicator Valves
- i. Key box needs and locations
- j. Acceptable locations of fuel storage tanks and dispensing systems
- k. Compliance with water availability and access requirements for Adult Family Homes
- l. Review for hazardous processes and storage

B. Inspections

The Fire Department's Fire Marshal, or designated representative, shall inspect permitted projects, for compliance with the requirements of the approved plans, the International Fire Code, and other applicable regulations and standards.

4. Annual Inspections and International Fire Code (I) Section 105.6 Permits

The Fire Department shall carry out the intent of the International Fire Code for the City by conducting annual inspections. The Fire Department shall also issue IFC section 105.6 Permits and provide related inspections. Non-compliant occupancies shall be referred to the City for enforcement as described in Section 2-6.

4.1 Inspections of all occupancies except detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures will be conducted as follows:

- a. Inspections shall be performed per IFC Section 104.
- b. Inspections in accordance with Section 105.6 shall be conducted at least annually or as deemed necessary by the fire code official to determine the extent of IFC compliance. In all cases the inspections are to be conducted in a regularly scheduled manner.
- c. The Fire Department will serve written notice on violation of the IFC to gain compliance and follow up with a reinspection in a time frame appropriate with the violation, but not to exceed 30 days in any situation.
- d. If compliance is not achieved after the first reinspection, a second written notice will be served with a specified time frame for compliance, but not to exceed 15 days in any situation.
- e. After a second re-inspection for violation and a non-compliance still exists, then the Fire Marshal will refer the non-compliant occupancy to the City's Building Official for Code Enforcement and assist as needed in the preparation of the enforcement action.
- f. At the time of the first inspection, Fire Prevention Division Inspectors will determine if a valid permit is held by occupancies requiring a permit, pursuant to IFC Article 105.6. If a valid permit is not held, an application will be given to the occupant along with instructions that the application must be filed with the Fire Department.

5. Fire Investigations

The Fire Department will carry out the intent of IFC Section 104.10 and RCW 48.48.060 and will coordinate fire investigations concerning cause and origin in compliance with the requirements of the International Fire Code and other local, state, and federal regulations. Investigations involving the crimes of arson are the responsibility of the City, and will be referred to and investigated by the King County Fire Marshall's Office. The Fire Department shall have the authority to directly call in the King County Fire Marshall's Office for investigation of possible arson fires, according to the criteria approved by the City. The Fire Department shall also notify the Shoreline Police Department of all criminal investigations. This does not preclude any coordination or cooperation of any other appropriate agency.

6. Code Enforcement

The Fire Marshal shall coordinate and cooperate in code enforcement actions related to the IFC. The representative shall assemble evidence, provide potential alternate solutions, and interpretations within their expertise. The City shall have the final authority on code

interpretation and enforcement decisions. When required by the City, the Fire Department shall provide testimony in legal actions.

SECTION 3. SERVICES PROVIDED BY THE CITY.

1. The City, through its Director of Planning & Development Services or designee, shall provide assistance in the interpretation and application of the City's adopted codes, so as to ensure consistency.
2. For development requiring Fire Department review and inspections, the City will:
 - a. Receive and process applications, print permits and collect fees except for operational permits enumerated in Section 105.6 of the IFC.
 - b. The City will make submittal documents available to the Fire Department for review, comment, and/or approval in a timely manner.
 - c. The City will provide customer information and city staff coordination.
 - d. The City will provide archiving, and file storage space.
 - e. The City will provide the use of Hansen, a tracking system for all work provided by the Fire Department to the City.
 - f. The City will provide the Fire Department with a monthly report showing the number of permits processed, which included fire review, and the fees collected.

SECTION 4. PROCEDURES

1. Plan Check

Applications and documents will be accepted through the City for building, land use, and fire systems permits. The City shall notify the Fire Department representative of documents requiring plan check. For building and land use permits, the Fire Department representative shall provide a comment list to the project manager if there are revisions to be made. The timeline for this work shall not exceed two weeks, one week for resubmittals, unless the project manager indicates a different timeline.

The Fire Department representative shall work directly with the applicant for fire protection systems and IFC Section 105.7 permits, and copy the City on correspondence and decisions. The review process shall continue until the drawings are approved. If there is an issue that is not resolved in a timely manner, or is disputed by the applicant, it shall be brought to the attention of the project manager and the Building Official for resolution. The Fire Department representative shall provide all necessary stamps on the drawings, maintain a readily available file of correspondence, and keep the City's tracking system current. The City will keep the approved files and documents and provide archiving.

2. Construction Inspections

The Fire Department representative shall respond to City or applicant requests to provide inspections on building, land use, and fire protection systems permits. Inspection communications shall be maintained in the file, in the City's tracking system and kept current. If reinspections are required, they shall be made in a timely manner. When an inspection is

finalized the permit cards shall be signed off at the site. If there is an issue that is not resolved in a timely manner, or is disputed by the applicant, it shall be brought to the attention of the project manager and the Building Official for resolution.

3. Fire Scene Posting and Notification

Notification shall be provided to the City by the Fire Department for all fires involving City owned property; or where the Fire Investigator determines there to be a public safety hazard; or where a permit may be required for repair. Notification shall be by telephone to the City's Customer Response Team as soon as reasonable. If it is necessary for the Fire Department to leave the scene prior to the arrival of the City's representative, the Fire Department will post the structure or portion of the structure with warning tape.

SECTION 5. COMPENSATION.

1. Fees assessed for the Fire Department's fire prevention services relating to this agreement shall be established by ordinance of the City Council.
2. Land Use and Building Permits The Fire Department shall be reimbursed for meetings, plan check and inspection services, including fire safety during construction, and related to construction compliance with the adopted fire code at the rate of 80% of the City's hourly rate. Time tracked at meetings not related to building or development permits shall not be charged to the City.
3. IFC Section 105.7 Construction Permits and Inspections The Fire Department shall be paid for plan review and inspection of all fire construction permits based on 80% of the fees charged to the applicant by the City of Shoreline.
4. IFC Section 105.6 Operational Permits and Inspections The Fire Department is responsible for collecting all fees directly from the applicants.
5. The Fire Department shall not be paid fees for investigating origin and cause of fires.
6. The Fire Department shall invoice the City on a quarterly basis. The invoice shall provide the City a report listing hourly services provided, by project name and number. These services shall be detailed in the City's data base.
7. The City shall forward payment to the Fire Department on a quarterly basis in the month following receipt of the invoice.

SECTION 6 INDEMNITY.

The City enters into this contract to obtain the Fire Department's expertise, which the Fire Department acknowledges and warrants its personnel possess. The employees of the District

performing services under this Agreement shall, under no circumstances, be construed as being employees of the City.

The Fire Department, with respect to the services provided by the Fire Department pursuant to the Agreement, hereby agrees to indemnify, defend, and hold the City harmless from any and all claims for personal injury, property damage, or other claims of any nature whatsoever arising out of the acts, omissions, or performance of any of the Fire Department's personnel in carrying out services contracted to be provided under this Agreement. Said agreement of indemnification shall include indemnification by the Fire Department to the City for any claims for injuries made by the District's agents or employees as against the City, notwithstanding any immunities that might otherwise have been available to the Fire Department by virtue of the Workman's Compensation Act, Title 51 RCW. This waiver of industrial indemnity immunity was specifically negotiated by the parties.

SECTION 7 DURATION.

This agreement shall be effective January 1, 2006, and shall renew annually at the beginning of each calendar year unless amended or terminated as provided herein. An annual review of the terms and conditions shall commence by October 1 of each year.

SECTION 8. TERMINATION.

Either party may terminate this agreement by written notice to the other party at least 90 days prior to the date of termination. All permits or inspections initiated prior to termination shall be completed by the Fire Department and compensation paid regardless of whether some work is performed after the termination date.

CITY OF SHORELINE

By: _____

Title: _____

17544 Midvale Avenue North
Shoreline Washington 98133

SHORELINE FIRE DEPARTMENT

By: _____

Title: _____

17525 Aurora Avenue North
Shoreline Washington 98133

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