

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorize the City Manager to enter into an Agreement with the Shoreline Fire Department for Accelerated Processing of Permits for Shoreline School District Projects
<b>DEPARTMENT:</b>	Planning & Community Development
<b>PRESENTED BY:</b>	Rachael Markle, Director
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The Shoreline School District will be replacing Parkwood Elementary School, Einstein Middle School and Kellogg Middle School; remodeling Aldercrest Elementary School and completing the remodel of North City Elementary. The School District has carefully designed a schedule for all of these projects that includes the plan for maintaining educational services during construction. Part of that plan includes completing the permitting phase for each project in eight (8) weeks. However, the City's current permitting timeline for large commercial projects can be as long as 22 or more weeks, which includes both staff review and response to reviews from applicants.

The School District<sup>1</sup>, City staff and the Shoreline Fire Department have been working together on an Agreement that includes a plan for how the City and Fire Department with increased resources from the School District could issue the development permits for the School District projects in eight (8) weeks. The proposed Agreement Between the City of Shoreline and the Shoreline Fire Department for Accelerated Processing of Construction Permits for School District Construction Projects (Attachment A) provides for this agreement. This agreement defines the roles, responsibilities and fees owed to the Fire Department for accelerated permit processing.

**RESOURCE/FINANCIAL IMPACT:**

There are no impacts to City resources as a result to entering into this agreement with the Shoreline Fire Department. The Fire Department reviews for the School District's projects will be fully backed by the permit review fees paid.

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<sup>1</sup> Staff negotiated an Agreement with the Shoreline School District to provide Accelerated Review of the School District's projects. The Agreement with the School District is presented in another staff report for Council's consideration on November 6<sup>th</sup> to authorize the City Manager to also approve this Agreement.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to enter into the Agreement Between the City of Shoreline and the Shoreline Fire Department for Accelerated Processing of Construction Permits for School District Construction Projects.

Approved By:           City Manager ***DT***   City Attorney ***MK***

## **INTRODUCTION**

The School District's construction schedule for the Parkwood, Einstein and Kellogg School projects is based on the permitting phase taking eight (8) weeks from submittal of the permit applications to issuance of the permits for construction. This is not the standard level of review for permitting services. Additional permit review staff resources are required to deliver the requested level of service for the School District while not delaying the review of other development permit applications. The School District, City and Shoreline Fire Department staff worked together on an agreement that includes the terms and conditions under which the City and Fire Department would be able to process the School District's development permits for Parkwood, Einstein, Kellogg and the remaining projects at Aldercrest within an eight week period.

## **BACKGROUND**

The School District has requested an eight week processing time for development permits for the following schools: Aldercrest Elementary School; Parkwood Elementary School; Einstein Middle School; and Kellogg Middle School. Currently, large commercial development projects are taking approximately 14 to 22 weeks to issue permits, not including the time it takes for the applicant's design professionals to revise plans to address the City's review comments. The substantially reduced permit processing time of eight weeks will greatly assist the School District with meeting its very tight construction schedules for each of the projects.

The City and the Fire Department have a long standing Interlocal agreement (Interlocal Agreement Relating to Development Review Process and Enforcement of the International Fire Code Within the City of Shoreline; Attachment B) which assigns the review of construction permits for compliance with the International Fire Code (IFC), the approval of all other fire operational permits, and the general enforcement of the IFC to the Fire Department. The City compensates the Fire Department for this work at a rate of 80% of the City's hourly rate for building permits; and 80% of the fees charged for construction and operational permits. Construction permits are defined in the IFC Section 105.7, and examples of construction permits include installation of automatic fire extinguishing systems, installation of fire pumps, and installation of stand pipes.

The purpose of this new Interlocal Agreement is to set forth the roles and responsibilities of the City and the Shoreline Fire Department with respect to the City's accelerated processing of permits for the construction of the School District's projects. The Agreement also sets the fees owed to the Fire Department from the City for the accelerated processing of these permits. The agreement does not include Operational fire permits, but does include provisions for project management; failure to meet timelines; dispute resolution; financial reimbursement; termination of the Agreement; indemnity; duration of the Agreement; assignments and beneficiaries; representatives and notices; and the City's permitting and regulatory authority.

The Fire Department has indicated that they will be able to deliver accelerated permit services for the School District projects with existing staff working overtime during the eight (8) week review periods. The School District will pay the City three (3) times the stated permit review fees for Fire Construction permits and three (3) times the rate for

all other permit reviews including fire reviews. The City will then reimburse the Fire Department for hours documented in the City's permitting system related to Fire Department review for Construction Permit and Fire Construction Permit applications for the School District's Projects at 80 percent (80%) of the rate that the School District is charged for these reviews. The remaining 20% of these fees will be used to cover the administrative processing of permits and reviews.

### **ALTERNATIVES ANALYSIS**

The following alternatives are available to the City regarding the management of permit review for these School District projects:

1. Process the permits for the School District projects using the Standard Review process.
  - Choosing this alternative would likely increase the permitting review time for all building permits resulting in a decreased customer service and satisfaction. The current and projected permitting level, even without the School District projects has resulted in increased permit review times.
  - The School District would not meet its permitting, construction and completion schedule for the School District projects. This would result in increased construction costs and increased costs for contingency planning and implementation in regards to how and where to safely provide educational services if the new or remodeled schools are not completed.
2. Process the permits for the School District projects using the Expedited Review process.
  - Choosing this alternative may increase the permitting review time for all other commercial building permits resulting in a decreased customer service and satisfaction. The current and projected permitting level, even without the School District projects has resulted in increased permit review times.
  - The School District would most likely not meet its permitting, construction and completion schedule for the School District projects. As noted above, this would result in increased construction costs; and increased costs for contingency planning and implementation in regards to how and where to safely provide educational services if the new or remodeled schools are not completed.
  - The City and Fire Department costs would be covered by the Expedited Permit Fees.
3. The City could contract with a consultant to perform the review of the development permits for the School District projects for compliance with the IFC. This alternative is not viewed as efficient. The Shoreline Fire Department is skilled and adept at performing these reviews for the City. A consultant would not be familiar with the City's processes and permitting software. Use of a consultant to perform these services also would not support the team approach the City and Fire Department have cultivated.

4. **Recommended Alternative:** The City could process the permits for the School District projects using the Accelerated Review process. This process would accommodate the School District's requested permitting schedule of eight weeks from permit intake to issuance based on two (2) review cycles.
- The Accelerated Process is intended to support the School District's goal of having permits ready to issue within eight (8) weeks of application submittal for each of its School projects.
  - Through the Interlocal Agreement, the School District will provide the funding necessary to cover the City and Fire Department's cost to provide the Accelerated Permit processing.
  - The Accelerated Process provides enough funding to obtain the staff and professional contracts required to process the School District's permits within eight (8) weeks without impacting the review schedules for other commercial permits applications submitted in the next two years.
  - If the City and Fire Department cannot meet the deadlines for review as set forth in the Agreement, then the School District may request a reduction in the permit review fees. The permit review fees may be reduced from triple the amount of the permit review fees to double.

#### **RESOURCE/FINANCIAL IMPACT**

There are no impacts to City resources as a result to entering into this agreement with the Shoreline Fire Department. The Fire Department reviews for the School District's projects will be fully backed by the permit review fees paid.

#### **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to enter into the Agreement Between the City of Shoreline and the Shoreline Fire Department for Accelerated Processing of Construction Permits for School District Construction Projects.

#### **ATTACHMENTS**

- Attachment A: Agreement Between the City of Shoreline and the Shoreline Fire Department for Accelerated Processing of Construction Permits for School District Construction Projects
- Attachment B: 2006 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

**AGREEMENT BETWEEN THE CITY OF SHORELINE  
AND THE SHORELINE FIRE DEPARTMENT  
FOR ACCELERATED PROCESSING OF CONSTRUCTION PERMITS  
FOR SCHOOL DISTRICT CONSTRUCTION PROJECTS**

THIS AGREEMENT is made and entered into by the Shoreline Fire Department and the City of Shoreline. The Fire Department and City are collectively referred to hereafter as “the Parties” or individually as a “Party”.

**RECITALS**

WHEREAS, the City of Shoreline (hereinafter referred to as “City”) is a non-charter optional municipal code city organized pursuant to Title 35A of the Revised Code of Washington.

WHEREAS, the Shoreline Fire Department (hereinafter referred to as the “Fire Department”) is an independent local government agency organized under Title 52 of the Revised Code of Washington.

WHEREAS, the City has adopted the International Fire Code (IFC) with amendments in Shoreline Municipal Code (SMC) Title 15.

WHEREAS, the City and the Fire Department entered into an Interlocal Agreement Relating to Development Review Process and Enforcement of the International Fire Code Within the City of Shoreline (City Clerk Receiving No. 3713) which assigns the review of construction permits for compliance with the IFC, the approval of all other fire operational permits, and the general enforcement of the IFC to the Fire Department.

WHEREAS, the City and Shoreline School District No. 412 are entering [have entered] into an agreement for accelerated processing of construction permits for the Shoreline School District’s projects at Einstein Middle School, Kellogg Middle School, Parkwood Elementary School and Alderwood Elementary School And, this accelerated processing seeks to provide for an eight week processing time for certain permits required by the City for these projects.

WHEREAS, the Parties desire to enter into an agreement so as to provide for the terms and conditions of the Fire Department’s role in the accelerated processing of the permits for the School District’s projects and the City’s reimbursement of School District payment for such accelerated processing.

**AGREEMENT**

FOR AND IN CONSIDERATION OF and subject to the terms and conditions set forth below, the Parties agree as follows:

**SECTION 1  
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to set forth the roles and responsibilities of the Parties with respect to the City’s accelerated processing of permits that are issued by the City for construction at Aldercrest Elementary School, Parkwood Elementary School, Einstein Middle School, and Kellogg Middle School and, the fees owed to the Fire Department for the accelerated processing of these permits. This Agreement, if in conflict with the Interlocal Agreement (City Clerk Receiving No. 3713), shall control the roles and responsibilities of the Parties in regards to the accelerated processing of the School District’s permits.

**SECTION 2  
DEFINITIONS**

- A. “Construction Permit” or “Construction Permits” means Building Permits, Mechanical Permits, Electrical Permits, Site Development Permits, Right of Way Permits, Plumbing Permits, Demolition Permits, and Fire Systems Permits. Construction Permits do not include Conditional Use permits as defined in SMC 20.30.300 or any other Type B, Type C, or Type L permit as defined in SMC 20.30.050, 20.30.060, and 20.30.070 respectively.
- B. “Date revisions were received” means the date the document is stamped as received by the City.
- C. “Days” means, unless otherwise noted, calendar days.
- D. “Fire Construction Permit” or “Fire Construction Permits” means the permits as defined in the International Fire Code in 105.7 Required construction permits, as amended by SMC 15.05.050(F).
- E. “Accelerated Processing” means an eight (8) week processing time, calculated from the date the City determines an application is complete to the date of permit issuance, accounting for tolling when additional information has been requested by the City.
- F. “Project” or “Projects” means the School District’s remaining renovations for Aldercrest Elementary; rebuilding of the Einstein Middle School, the Kellogg Middle School, and the Parkwood Elementary.
- G. “Week” means one calendar week or seven (7) consecutive calendar days.

**SECTION 3  
ROLES AND RESPONSIBILITIES**

The Parties understand and agree that the process described in this Agreement depends upon timely and open communication, prompt submittal of documentation and information, and mutual cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the roles and responsibilities described herein should occur as early

as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues so as to meet the deadlines articulated in this Agreement.

A. **City Responsibilities:** The City agrees to perform as described in this Section to facilitate the Fire Department’s review of Construction Permits and/or Fire Construction Permits for the Projects within the Accelerated Processing time period.

- 1. The City will coordinate with the Fire Department for the scheduling of Pre-Application meetings required by SMC 20.30.080.
- 2. The City will provide the Fire Department with notice prior to the estimated date of permit application submittals to ensure required Fire Department staff are assigned to complete the review of the Construction Permit and/or Fire Construction Permit applications. For general planning purposes, the School District has established the following estimated schedule for submittal of permit applications:

<b>School</b>	<b>Estimated Date of Building Permit Submittal</b>
Parkwood Elementary	February 1, 2018
Einstein Middle	August 1, 2018
Kellogg Middle	August 1, 2018
Aldercrest Elementary	October 2017 or 1 <sup>st</sup> Quarter 2018

- 3. The City will receive all Construction Permit and Fire Permit applications.
- 4. The City will issue a Notice of Complete Application upon determination by the City that the permit applications are complete.
- 5. Once a Notice of Complete Application has been issued, the City will provide the Fire Department with the permit application submittal package for review, comment, and/or approval within one (1) business day of the date of the Notice of Completion.
- 6. The City will complete its first review of the Construction Permit application within three (3) weeks of the date of the Notice of Complete Application and, for all subsequent reviews, within one (1) week of the date complete revisions were received from the School District. The City will send written comments to the School District detailing required revisions.
- 7. Whenever the School District submits a complete response to the City’s review letter(s), the resubmittal package will be provided to the Fire Department within one (1) business day of the date revisions were received.
- 8. The City’s Project Manager may release partial review comments to the School District in advance of the City completing a round of reviews to reduce the turn-around time between reviews. The City will send the Fire Department these partial review comments on the same date that the City releases them to the School District.



**B. Fire Department Responsibilities:** The Fire Department agrees to provide review of Construction Permit and Fire Construction Permit application submittals and re-submittals as described in this Section to facilitate the issuance of Construction Permits and Fire Construction Permits for the Projects within the Accelerated Processing time period.

1. The Fire Department shall prepare IFC-related comments and provide comments, in writing, to the City Project Manager one (1) business day in advance of a scheduled Pre-Application meeting, as required in SMC 20.30.080, for each of the Projects.
2. The Fire Department will review Construction Permit and Fire Construction Permit applications. This review should include:
  - a. Analyzing fire flows and supplied water flows;
  - b. Fire Department access to property and buildings for firefighting purposes;
  - c. Designation of fire lanes;
  - d. Required fire protection systems;
  - e. Required fire detection systems;
  - f. Need and location for fire hydrants, standpipes, and keyboxes;
  - g. Locations of Fire Department connections, post indicator valves, fuel storage tanks, and fuel dispensing systems;
  - h. Review for hazardous process and storage.
3. The Fire Department will complete its first review of Construction Permit and Fire Construction Permit applications within 17 days of the date of the City provides the Fire Department with the permit application submittal packages and, for all subsequent reviews, within six (6) days of the date complete revisions were received from the City.
4. The Fire Department will attach the review comments electronically in TRAKiT and update the Fire Review section accordingly.
5. The Fire Department's Project Manager will be available to meet, at a minimum, weekly with the City and School District to answer questions related to compliance with all applicable code provisions.

**C. Joint Responsibilities:**

1. Project Managers.
  - a. To promote effective intergovernmental cooperation and efficiencies, each Party will designate an individual as a Project Manager who shall be responsible for coordination of communications between the Parties and shall act as the point of contact for that Party.
  - b. At the discretion of the Party, Project Manager(s) may be designated for an individual School District Project or for all School District Projects.
  - c. Designated Project Manager(s) shall be identified by each Party promptly upon Construction Permit and Fire Construction Permit application submittal.

2. Failure to Meet Timelines

- a. The Parties recognize and acknowledge that the ability to meet the Accelerated Processing time period requires timely performance based on available staffing and effective communication.
- b. In the event of a failure to perform, the Parties shall work collaboratively to promptly develop corrective actions. Appropriate corrective actions will be mutually established by the City's Project Manager and the Fire Department's Project Manager.
- c. If corrective actions are not resolved within one (1) week, the Parties acknowledge that the School District may request a reduction in fees due on the permit application at issue.
  - i. If the fees are reduced as a result of corrective action that is solely attributable to the Fire Department's actions, then the Fire Department will receive 80 percent (80%) of the reduced amount collected for Fire Review fees from the School District.
  - ii. If the fees are reduced as a result of corrective action that is solely attributable to the City's actions, then the Fire Department will receive 80% of the Fire Review fees as originally agreed upon for the Accelerated Permitting rate.

3. Dispute Resolution

The City Project Manager and the Fire Department's Project Manager will attempt to mutually resolve any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement. If the disputes or questions are not resolved by the Project Managers, then the Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process:

- a. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative.
- b. Initial Dispute Resolution: The Fire Department's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If the Designated Representatives cannot resolve the dispute within three (3) days after referral of that dispute for Initial Dispute Resolution, either Party may refer the dispute for Secondary Dispute Resolution.
- c. Secondary Dispute Resolution: The Fire Department's Fire Marshall, the City's Director of Planning and Community Development, the City's Director of Public Works (if applicable) and the School District's Deputy Superintendent (if applicable) shall meet to discuss and attempt to resolve the dispute. If they cannot resolve the dispute within two (2) days after referral of that dispute for Secondary Dispute Resolution, either Party may refer the dispute for Tertiary Dispute Resolution.
- d. Tertiary Dispute Resolution: The City Manager, the Shoreline Fire Chief, and the School District Superintendent (if applicable), shall meet to discuss and attempt to resolve the dispute in a timely manner. Except as otherwise specified in this Agreement, in the event the dispute is not resolved within two (2) days after referral of that dispute for Tertiary Dispute Resolution, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation.

- e. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has an obligation to agree to refer the dispute to mediation or other form of dispute resolution following completion of Tertiary Dispute Resolution.

**SECTION 4  
FINANCIAL REIMBURSEMENT**

- A. In order to achieve Accelerated Processing for Construction and/or Fire Permits for the Projects, the applicable permit review fees set forth in Shoreline Municipal Code (SMC), Chapter 3.01.010(C) Fire-Construction will be charged at three (3) times the stated rates.
- B. The City will reimburse the Fire Department for hours documented in TRAKiT related to Fire Department review for Construction Permit and Fire Construction Permit applications for the School District's Projects at 80 percent (80%) of the rate that the School District is charged for these reviews.
- C. The Fire Department shall invoice the City on a quarterly basis. The invoice shall provide the City a report listing hourly services provided, by School District Project.
- D. Within thirty (30) days of receipt of the Fire Department invoices for permit review services, the City shall forward payment to the Fire Department.

**SECTION 5  
TERMINATION**

- A. This Agreement may be terminated by the mutual consent of both Parties.
- B. Either the City or the Fire Department may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the dispute resolution process identified in Section 4 has failed to reach resolution within the timelines described therein.
- C. The Party wishing to terminate this Agreement for cause shall provide the other Party with written notice of its intent to terminate and shall give the other Party an opportunity to correct the failure to perform or breach within two (2) days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within two (2) days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved party by giving three (3) days written notice to the other Party.
- D. A termination shall not extinguish or release any Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accord with the terms of this Agreement.

**SECTION 6  
INDEMNITY**

- A. Both Parties agree to defend, indemnify, and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the indemnifying Party, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the indemnifying Party.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Fire Department and the City, its officers, officials, employees, and volunteers, the Fire Department's liability hereunder shall be only to the extent of the Fire Department's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Fire Department's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties.
- C. The provisions of this section shall survive the expiration or termination of this Agreement.

**SECTION 7  
DURATION OF AGREEMENT**

This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until the City has issued all requested Construction and/or Fire Permits for School District Projects, unless sooner terminated as provided in Section 5 above.

**SECTION 8  
ASSIGNMENT AND BENEFICIARIES**

No Party may assign all or any portion of this Agreement without the express written consent of the other Party. There are no third party beneficiaries to this Agreement.

**SECTION 9  
REPRESENTATIVES AND NOTICES**

- A. The Designated Representatives will jointly administered this Agreement and each Party shall bear its own costs of administering this Agreement. Accept as described in Section 4 of this Agreement.
- B. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed and proactively resolve any issues or disputes related to the Projects, consistent with this Agreement. Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this

Agreement. The Parties reserve the right to change Designated Representatives by providing notice to the other party during the term of this Agreement.

C. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representatives. All notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically by electronic mail (e-mail) or facsimile. However, notice under Section 5, Termination, must be delivered in person or by certified mail, return receipt requested.

D. The Designated Representatives are:

City of Shoreline  
Paul Cohen, Planning Manager  
17500 Midvale Avenue N  
Shoreline, WA 98133  
pcohen@shorelinewa.gov  
(206) 801-2551

Shoreline Fire Department  
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**SECTION 10  
CITY'S PERMITTING AND REGULATORY AUTHORITY**

Nothing in this Agreement shall be deemed a waiver of the City's regulatory or permitting authority as to any of the permits required for the School District Projects, nor a predetermination of the compliance of a Project with applicable codes and regulations. The City retains the right to approve or reasonably condition permits required for the School District Projects within the bounds of the City's legal authority.

**SECTION 11  
GENERAL PROVISIONS**

A. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the Parties arising out of this Agreement shall be King County Superior Court.

B. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Fire Department, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

C. **Entire Agreement.** This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by

written amendment to this agreement. Such amendment shall be binding upon the Parties without the need for formal approval by the Shoreline Fire District Board of Commissioners and/or the Shoreline City Council, as long as the amendments are generally consistent with this Agreement.

- D. Force Majeure. The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow-downs, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, public right-of-way, public property, or private property.
- E. Headings and Construction. Section headings are intended as information only, and shall not be construed with the substance of the section they caption. In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.
- F. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, each person whose signature appears below represents, warrants, and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party for which he/she is signing this Agreement.

City of Shoreline

Shoreline Fire Department

By: \_\_\_\_\_  
Debra Tarry, City Manager

By: \_\_\_\_\_  
Matt Cowan, Fire Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney, City of Shoreline

\_\_\_\_\_  
District Attorney, Shoreline Fire Department



### CONTRACT REVIEW/APPROVAL ROUTING FORM

#### INSTRUCTIONS:

**1. First time original contracts**

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

**2. Amendments/Change Orders**

- a) Contact City Clerk's Office for a NEW Contract #
- b) One copy of the contract routing form
- c) Three original amendments/change orders
- d) One copy of the original contract

### CONTRACT DESCRIPTION

**Originator:** C. Ray Allshouse **Routed by:** \_\_\_\_\_  
**Department/Division:** PADS **Date:** January 19, 2006

**Type of Contract:**  (C) Building Construction  (L) Lease Agreement  (I) Intergov't Agreement  
 (A) Addendum/Change Order  (W) Public Works  (O) Other  
 (GR) Grants  (S) Purchase of Services (all types)

**CONTRACT TITLE:** INTERLOCAL BETWEEN THE CITY AND SHORELINE FIRE DEPT

**Brief Description of Services:** Development Review Process and Enforcement of the IFC

**Contract Modification:** Has the original contract boilerplate language been modified?  N  Y If yes, list which sections have been modified. Sections 2,3,4,5 & 7 - Interlocal Agreement

**Bid/RFP Number:** \_\_\_\_\_

**Name of Consultant/Contractor** \_\_\_\_\_

**Effective Date:** January 1, 2006 **Termination Date:** \_\_\_\_\_ **Default annual renewal** \_\_\_\_\_

**Total Amount of Contract:** \_\_\_\_\_ **OrgKey # & Object #** \_\_\_\_\_

(including reimbursable expenses)

**J/L # (if required)** \_\_\_\_\_

Is there sufficient funds in the current budget to cover this contract?  Y  N If no, from where are the additional funds coming? \_\_\_\_\_

**Payment Terms** (monthly installments, progress payments, etc.):  X

**Remarks:** City Council approved this Interlocal Agreement on January 9, 2006

#### SIGNATURE ROUTING:

<input checked="" type="checkbox"/> 1. Project Manager/Director	<u>CR</u>	<input checked="" type="checkbox"/> 6. City Manager (if required)	_____	<b>Date</b>
<input type="checkbox"/> 2. Risk Mgmt/Budget	_____	<input type="checkbox"/> 7. Dept. Director (if authorized)	_____	
<input checked="" type="checkbox"/> 3. City Attorney	_____	<input checked="" type="checkbox"/> 8. City Clerk	<u>Ans O</u>	
<input type="checkbox"/> 4. Send to Consultant for signature (only send contract documents)	_____	<input type="checkbox"/> 9. Purchasing	_____	
<input checked="" type="checkbox"/> 5. City Council Approval (if required)	_____ (mo/day/year)			

*Received by Tom prior to presentation to City Council*

**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 Marshall 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.

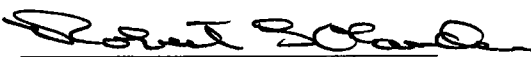
**SECTION 7 DURATION.**

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: Interim City Manager

17544 Midvale Avenue North  
Shoreline Washington 98133

**SHORELINE FIRE DEPARTMENT**

By: 

Title: Chief

17525 Aurora Avenue North  
Shoreline Washington 98133