



Signature Approval Routing Sheet

If urgent, date due:

Date Submitted: 9/20/23

Document Type: Interlocal Agreement ☐ Amendment ☐ Change Order "Other": _____

Contract Mgr.: Tawni Dalziel Department: Community Development

Service Provider (include DBA name): Puget Sound Regional Fire Authority

Service Provider Contact: Jon Napier Email: JNapier@pugetsoundfire.org Phone: 253.569.8807

DESCRIPTION

(Brief summary of services to be rendered, the purpose of the contract, etc.)

Interlocal Agreement for Community Risk Reduction (Fire Review and Inspection Services)

Capital Project/Name of Project: _____ (if applicable)

Reference Number.: C-23-3939 Res./Ord. No.: R-23-1805 Duration: Upon Signature none
(C-XX-XXXX, G-XX-XXXX) If you were assigned a resolution or ordinance number to acquire council authorization. Effective Date Expiration Date

Funding: Budget Contract Total: \$ _____ Amendment/Change Order: \$ _____
AKA "Not to Exceed" amount (don't forget WSST)

YEAR	ACCOUNT NUMBER	AMOUNT
2023	001-2401000-52420-493700	\$ 20,000
2024	001-2401000-52420-493700	\$ 20,000
ongoing	Need to Set up	\$ as billed
		\$
		\$
		\$
		\$

ADDITIONAL COMMENTS

(Exemptions, Name of Roster Used, Unusual Circumstances, etc.)

ATTACHMENTS

[View/Add Documents](#)

- ☐ [Corporate Registration](#)
- ☐ [Boilerplate/Signature Document](#)
- ☐ [Certificate of Insurance](#) Including [Additional Insured Endorsement](#)
- ☐ [Scope of Work](#)
- ☐ [W-9 Form for Service Provider](#)
- ☐ [MRSC Roster Registration or Alternative](#)

- ☐ [ETF Form \(direct deposit\)](#)
- ☐ [Selection Worksheet](#)
- ☐ [Funding Worksheet](#)
- ☐ [Payment and Performance Bond](#)

*If Unsure of which documents are needed please contact Kalyn
kalyn.auelua@maplevalleywa.gov

Title VI Appendices A & E **MUST** BE Attached for **ALL PUBLIC WORKS DEPARTMENT CONTRACTS**

Finance Approval Comments

Deputy City Clerk

Finance Sierra Southworth
Sierra Southworth (Sep 28, 2023 10:33 PDT)

Human Resources

Director

City Attorney Patricia Taraday
Patricia Taraday (Oct 2, 2023 10:13 PDT)

City Clerk

City Manager Dave Johnson

Clerk Acceptance Andrew DeCuag
Andrew DeCuag (Oct 3, 2023 15:21 PDT)



COMMUNITY RISK REDUCTION SERVICES INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between Puget Sound Regional Fire Authority (“Puget Sound Fire”), and the undersigned city (“City”).

RECITALS

1. Puget Sound Fire and the City are public agencies as defined by Ch. 39.34 of the Revised Code of Washington (“RCW”), and are authorized to enter into interlocal agreements on the basis of mutual advantage and to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and
2. Puget Sound Fire maintains a professional fire and life safety division that regularly performs administration of the fire code and conducts inspections, plan reviews, and/or fire investigations “Community Risk Reduction Services;” and
3. Puget Sound Fire has statutory authority to provide Community Risk Reduction Services pursuant to RCW 52.26.090(3); and
4. The City desires to use Puget Sound Fire’s Community Risk Reduction Services to assist the City in managing the City’s responsibilities under Washington State Law.

AGREEMENT

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between Puget Sound Fire and the City as follows:

1. Definitions.

1.1. City Point of Contact. The city representative designated in writing by the City’s CEO to be the primary contact with the Puget Sound Fire’s Fire Marshal and Fire Chief.

1.2. Fire Chief. The appointed Fire Chief of Puget Sound Fire.

1.3. Community Risk Reduction Services. The services identified on Exhibit A to this Agreement.

1.4. Fire Marshal. The Fire Marshal designated by Puget Sound Fire to be the responsible official for providing the Community Risk Reduction Services.

2. **Services.** It is the purpose of this Agreement to establish the framework to allow Puget Sound Fire to perform the Community Risk Reduction Services set forth in **Exhibit A** as required by the City to fulfill its statutory obligations to provide the Community Risk Reduction Services to its citizens.

3. **Compensation.** In consideration of this Agreement and the services provided, the City will compensate Puget Sound Fire in the amounts set forth in **Exhibit B** and pursuant to the formulae contained in **Exhibit D**.
4. **Administration of Agreement.** To carry out the purpose of this Agreement, a two-person board is hereby created to administer this Agreement (“Administrative Board”). The Administrative Board shall consist of the Fire Chief for the Puget Sound Fire and the Agency City CEO. The Administrative Board shall meet no less than one time per year to discuss the performance of the obligations of Puget Sound Fire and the City pursuant to this Agreement. The Administrative Board may, at its discretion and by mutual agreement, develop policies and procedures to aid in the implementation of this Agreement. The Administrative Board may also modify the terms of the Exhibits without further approval from the Parties legislative bodies.
5. **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and City laws relating to the provision of the Community Risk Reduction Services and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of Community Risk Reduction Services, the City hereby designates the Fire Chief of Puget Sound Fire as the City’s Fire Chief, and Puget Sound Fire’s Fire Marshal as the City’s Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of Puget Sound Fire and Puget Sound Fire shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.
6. **Communications.** The Fire Marshal will use reasonable efforts to keep the City’s Point of Contact informed and apprised of problems and/or circumstances arising from the provision of Community Risk Reduction Services. The City’s Point of Contact will use reasonable efforts to keep the Fire Marshal informed and apprised of circumstances within the City’s jurisdiction that impact or affect the Community Risk Reduction Services.
7. **Fire Code Administration/Standardization.** The City is responsible for adopting the Washington State Fire Code as amended by the City. The City’s local code amendments shall be adopted in consultation with the Fire Marshal. Puget Sound Fire provides Community Risk Reduction Services to multiple Cities and is working with each City to standardize the adoption, review, and enforcement of the Fire Code on a regional basis. The City agrees to work with Puget Sound Fire to adopt Fire Code and design standards that are consistent and uniform across the jurisdictions served by Puget Sound Fire.
8. **Fire Code Enforcement.** Subject to the Fire Marshal’s role as defined in **Exhibit A**, the City shall be responsible for taking any action to enforce the provisions of the City’s adopted Fire Code. The City shall be fully responsible for bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the City’s Fire Code and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. Puget

Sound Fire employees and agents that provide the Fire Marshal services will cooperate with and be available for all City enforcement actions.

9. Records. Records generated pursuant to this Agreement shall be managed in accordance with **Exhibit C**.

10. Duration. This Agreement shall become effective on the date specified in **Exhibit A**, and shall remain in full force and effect until the Agreement is terminated in accordance with Section 11.

11. Termination.

11.1. Termination by Notice. Either party may terminate this Agreement by providing the other party with 365 days advance written notice of an intent to terminate or renegotiate. If the Notice is requesting renegotiation the parties must reach agreement on the renegotiated terms within 180 days of the Notice or the Agreement will terminate on the 365th day following the Notice.

11.2. Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

11.3. Termination for Breach. Puget Sound Fire may terminate this Agreement with fourteen (14) days advance written notice upon the failure of the City to make payments as required by this Agreement. The City may terminate this Agreement upon fourteen (14) days advance written notice in the event Puget Sound Fire fails to provide services as required in this Agreement. Prior to termination for Breach, the party claiming breach must provide written notice to the breaching party stating the basis of the breach and the party receiving notice shall have 14 calendar days in which to cure the breach before Notice of Termination can be provided.

12. Indemnification and Hold Harmless.

12.1. Agency agrees to defend, indemnify, and hold harmless Puget Sound Fire and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by the City or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorney's fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by the City or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable.

12.2. Puget Sound Fire agrees to defend, indemnify, and hold harmless the City and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Puget Sound Fire or any of its

employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorney's fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Puget Sound Fire or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

12.3. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

13. Insurance. Puget Sound Fire and the City shall carry and maintain, for the duration of this Agreement, general liability, automobile liability, property damage, and errors and omissions insurance coverage with an admitted carrier for the state of Washington.

14. Dispute Resolution. Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.

14.1. Mediation. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

14.2. Arbitration. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

14.3. Judicial. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empaneling a jury for any purpose. If the party demanding the trial de novo does not improve its position

from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

- 14.4.** Final Remedy. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

15. Miscellaneous.

- 15.1.** Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any jointly owned property to carry out the purposes of this Agreement. Any property owned by Puget Sound Fire shall remain the property of the Puget Sound Fire and any property owned by the City shall remain the property of the City.
- 15.2.** Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- 15.3.** Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 15.4.** Non-Exclusive. The parties recognize that Puget Sound Fire may enter additional interlocal agreements with other government agencies for the performance of the work called for in this Agreement. The parties also recognize that Puget Sound Fire may become a party to an interlocal agency in conjunction with other King county municipalities for the purpose of performing the work called for in this Agreement. The City agrees that by signing this Agreement, the performance of the work called for in this Agreement may be performed by an interlocal agency in which Puget Sound Fire is a party, and that personnel who are employed by jurisdictions other than the Puget Sound Fire which are a party to that other interlocal agreement may perform the work called for in this Agreement; provided that all other terms of this Agreement shall apply to the performance of the work in Agency.
- 15.5.** Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a

duly authorized representative of each party and subject to ratification by the legislative body of each party.

- 15.6.** Compliance with Laws. Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 15.7.** Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.
- 15.8.** Amendments. The Fire Chief and the City CEO may agree to amendments of Exhibit A without obtaining further approval from Puget Sound Fire's or the City's legislative bodies.
- 15.9.** Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 15.10.** Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.
- 15.11.** Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

City of Maple Valley:

By: Dave Johnson

Print Name: Laura Philpot

Its City Manager

DATE: Oct 3, 2023

NOTICES TO BE SENT TO:

Puget Sound Fire:

By: B. R. C

Print Name: Fire Chief Brian Carson

Its Brian Carson

DATE: Oct 11, 2023

NOTICES TO BE SENT TO:

EXHIBIT A

ILA EFFECTIVE DATE _____

1. **Community Risk Reduction Administration Services Provided to City.** Puget Sound Fire shall provide the following Community Risk Reduction Administration Services to the City:
 - 1.1. Manage and supervise Community Risk Reduction Division personnel.
 - 1.2. Administer Community Risk Reduction Division programs and activities to include inspections, plan review, code enforcement, billing, assessment and collection of fees, and document management.
 - 1.3. Creation and adoption of policies, procedures, rules, and regulations to clarify the application of the codes.
 - 1.4. Creation and development of forms, letters, and other documents to assist in the application of codes and code compliance.
 - 1.5. Interpretations of fire codes.
 - 1.6. Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is authorized by applicable codes.
 - 1.7. Provide for public access to the Community Risk Reduction Division.
 - 1.8. Perform finance functions to include invoicing and/or billing of assessed fire code related fees.
 - 1.9. Document management within the Community Risk Reduction Division; to include fulfilling public record requests.
 - 1.10. Issue fire code operational permits.
 - 1.11. Resolve code complaints or inquiries from the public.
 - 1.12. Schedule and conduct fire code enforcement and permit inspections for developers or contractors and coordinate with the City's Building Division on these inspections as needed.
 - 1.13. Ensure performance of all duties necessary in order to enforce the fire codes.
 - 1.14. Evaluate the codes for local adoption and develop local codes or amendments for consideration by the City. Present to the City Council and committees as necessary.
 - 1.15. Perform all other tasks related to the provision of Community Risk Reduction Administration Services.

2. **Fire Prevention Code Enforcement Services Provided to City.** Puget Sound Fire shall provide the following Fire Prevention Code Enforcement Services to the City:
 - 2.1. Inspect all operational permitted businesses annually. Coordinate with the City's Building Division on these inspections as need.
 - 2.2. Investigate and resolve fire code violation complaints or inquiries. Coordinate with the City's Building Division and Code Compliance on code violations or complaints. The City shall remain responsible for any required enforcement or collection actions.
 - 2.3. In conjunction with City Code Enforcement personnel, assist with code enforcement duties related to the fire codes as required by Maple Valley Municipal Code Chapter 4.20.
 - 2.4. Conduct special inspections required by outside agencies such as Department of Corrections, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
 - 2.5. Review and approval of fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
 - 2.6. Attend and provide testimony and exhibits at Code Enforcement Hearings and Appeals.
 - 2.7. Perform all other tasks related to providing Fire Prevention Code Enforcement Services.
3. **Fire Prevention Development Services Provided to City.** Puget Sound Fire shall provide the following Fire Prevention Development Services to the City:
 - 3.1. Management of the Knox rapid entry program.
 - 3.2. Provide development review program services to include answering project inquiries, attending meetings, reviewing plans for code compliance, and approving plans. Complete development review processes in accordance with the City's time frames and through close coordination the Community Development Director and other City departments.
 - 3.3. Provide development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, and coordination with the Building Division for the issuance of Certificates of Occupancy.
 - 3.4. Provide business and economic development support activities to include research of properties, systems and code requirements for potential projects and existing buildings.
 - 3.5. Approve of hydrant placement on public and private projects.
 - 3.6. Perform hydrant flows to verify available water supply, if allowed by the local water purveyor.

- 3.7. Provide and oversee false alarm reduction program activities to include follow-up of false alarms and coordination with property owner/agent on repairs or troubleshooting, and the identification of next steps for problematic systems.
- 3.8. Provide and oversee fire protection system confidence test program in accordance with the International Fire Code.
- 3.9. Provide and oversee activities to include customer service, answering phone calls, and meeting with customers and members of the public. Maintain a weekly scheduled presence within the City's Community Development Department as agreed between both parties.
- 3.10. Perform all other tasks related to providing Fire Prevention Development Services. Provide fire prevention development services when City staff are unavailable or unable to provide these services.
- 3.11. Administration of the addressing and street naming program in accordance with the Maple Valley Municipal Code.
4. **Timeline of Work Provided.** All work performed by the Fire Prevention Division shall be performed pursuant to and within the timelines required of the codes, policies, and procedures of the City, and any state or federal laws applicable to the performance of that work.
5. **Fire Marshal/Fire Code Official Reports to City Manager.** The City's Fire Marshal/Fire Code Official shall provide reports to the City Manager or their designee as requested. While the Fire Chief shall have the authority to direct the work of the employees providing Fire Prevention Services, the City Manager, shall have authority to set the desired outcomes of the Fire Prevention staff.
6. **Collection and Transmission of Fees and Charges.** All money, fees, and charges of any kind collected or charged by the Fire Prevention Services Division for services within the City or because of the provision of Fire Prevention Services within the City shall be the sole property of the City and payable to the City. Puget Sound Fire shall transmit all such money collected to the City thirty days after the end of the preceding month. (Net 30).

EXHIBIT B

ILA EFFECTIVE DATE _____

COMPENSATION SCHEDULE

Community Risk Reduction Program Cost Share: The City will pay to Puget Sound Fire as follows:

2023 - \$20,000

2024 - \$20,000

2025 – the full program cost share as described below

For years 2025 and beyond, the Community Risk Reduction Program Cost Share includes the fully burdened rate based on actual wages, benefits, and operating costs for all services except for Fire Investigative Services. The cost share for each jurisdiction served by Puget Sound Fire will be budgeted according to the “Customer Percentage of Workload” and related formulae in Exhibit D, hereto based on actual wages, benefits, and operating costs for the subsequent calendar year by August 1st and such budgeted amount will then be reconciled to the actual costs by no later than February 15th of the year following the contract year using the same formulae in Exhibit D. *Example: By August 1st, 2024, the RFA will establish a budgeted cost share for calendar year 2025, The City will pay this amount for services rendered in 2025. The RFA will then reconcile the budgeted amount to the actual cost share and provide the City with a reconciliation for 2025 no later than February 15th, 2026.*

EXHIBIT C

ILA EFFECTIVE DATE _____

RECORDS MANAGEMENT

1. Record Ownership
 - 1.1. Puget Sound Fire “PSF Records” records shall include:
 - 1.1.1. All records prepared, owned, used, or retained by Puget Sound Fire related to the performance of its statutory and contractual duties.
 - 1.1.2. All City Records actually received by Puget Sound Fire pursuant to this Interlocal Agreement.
 - 1.2. City records “City Records” shall include:
 - 1.2.1. All records prepared, owned, used, or retained by the City in relation to fire prevention services provided by Puget Sound Fire to the City.
 - 1.3. The parties recognize that physical custody of PSF Records or City Records is not determinative of whether the records are PSF Records or City Records and the parties shall work cooperatively in responding to request for records pursuant to subpoena or pursuant to the Washington State Public Records Act.
2. Records Custodian. Except as provided below, Puget Sound Fire will be the primary record custodian for PSF Records. The City will be the primary custodian of all City Records.
3. Requests for Records. The parties recognize that some City Records will be in the custody of Puget Sound Fire. The parties agree to the following process to provide a method of responding to record requests received through subpoenas and the Public Records Act, or records otherwise requested by the City or Puget Sound Fire. The method set forth in this exhibit shall serve as a guideline and may be altered from time to time as necessary.
 - 3.1. In the event the one party receives a public record request, subpoena or other request for the party’s Records in the custody of the other party, the following process shall be followed:
 - 3.2. The party receiving the request “Receiving Party” will advise the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.
4. The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to the requestor as directed by the Receiving Party. In the event the Receiving Party receives payment for the copies the Receiving Party shall forward such payment to the other party.

5. The Receiving Party will remain responsible for communicating with the record requestor in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
6. It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the other party that were not provided to the Receiving Party by the other party, then the other party shall defend such claim or lawsuit and pay any damages, fees, costs or settlements related to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the other party fail to produce all records, they will cooperate in defense and each party will pay its legal costs and attorneys' fees.

EXHIBIT D

ILA EFFECTIVE DATE _____

COST FORMULA

Service Level Variables

Service Levels were developed to estimate the number of resources that each contract in Fire Prevention would need to perform the duties that are required. The service items that Fire Prevention were set up as follows:

Service	Weight
Permitted Inspections	0.4
Development Services (New Construction)	0.2
Plan Review	0.2
Code Enforcement	0.1
Administrative Functions	0.1

Permitted inspections: Any facility that requires a permit to function as a business or permit occupancy. Any business with a kitchen, high pile storage, hazardous materials on site, etc.

Development Services: All new construction

Plans Review: Any new construction project requiring plans review, short plat, addressing,

Code Enforcement: Anytime a violation of building code requires legal enforcement.

Administrative Functions: Billing, processing of paperwork, customer service, permitting,

Variables

Each contract has a variable score. The variable score is calculated by adding up all the service level weights.

For example, if a contract city (Maple Valley) uses all services except for Code Enforcement, that city would have a weighted score of 0.9. Or, if a contract uses all the services, the weighted variable score would be 1.0.

Complexity of Operational Permits

Many businesses are required to gain an operational fire permit to conduct high risk business processes. Examples of operational fire permits are places of assembly, high-pile combustible storage, and motor-vehicle fuel dispensing. We have identified two tiers of operational fire permits to distinguish permits which require more time to complete. Hazardous material or high pile storage permits are considered a Tier 1, while all other permit types are Tier 2. A Complexity of Operational Permit score was developed to account for the extra time required to perform Tier 1 permit inspections. The following calculation is used to determine the Complex Operational Permits Score.

Total number of facilities requiring a Tier 1 permit divided by the total number of permitted occupancies the contract city has.

For example:

The city of Maple Valley has a three-year average of 376 permitted inspection activities for a calendar year. With the given calculation above, 12% of those inspections would be considered Tier 1 or Complex. *Therefore:*

$376 \text{ (Permitted Inspection Activities)} \times 1.02 \text{ (Complexity Score + Variable Service Level)}$
 $= 384 \text{ (Total number of permitted inspection activities)}$

Permitted Activities:

There are three elements that make up permitted activities, Plan Review, Development Services, and Permitted Inspections. It is important to note that a single business or construction project may have several permitted activities for a given permit. All three of these category occurrences are tracked on an annual basis.

To establish a baseline, a three-year average was used for all three categories for each contract. To calculate Total Permitted Activities the following calculation was used:

$(\text{Number of Plans Review}) + (\text{Number of Development Inspections}) + (\text{Number of Permitted Inspection Activities}) = \text{Total Permitted Activities}$

Customer Percentage of Workload:

Customer percentage of workload was calculated as:

$(\text{Total number of Permitted Activities by contract city}) / (\text{Total number of permitted activities performed by Fire Prevention}) = \text{Contract city percentage.}$

Expenses:

Expenses were calculated using:

COMMUNITY RISK REDUCTION SERVICES ILA Exhibit D- 2

1. Employee Salary and Benefits
2. Overhead costs to include IT and HR
3. Goods and Services to run Fire Prevention
4. Office Space
5. Vehicle Recovery Cost

Formulation for Cost:

Total Expenses for 2023 = \$2,865,921.69

Office Space = \$110,250

City of Maple Valley Calculation:

Variable Weight for the City of Maple Valley- 0.9 (Currently use all services except Code Enforcement)

Complexity Score- 12% of all Maple Valley permitted occupancies are Tier 1

Variable Score + Complexity Score = $(0.9 + 0.12) = 1.02$

Permitted Inspection Activities Score= Number of Permitted Inspections x Complexity Score

City of Maple Valley = $(376 \times 1.02) = 384$ Permitted Inspection Activities

Total Permitted Activities for City of Maple Valley. Plan Review (156) + Development Inspections (267) + Permitted Inspections Activity Score (384) = 807 Permitted Activities

Percentage of Work- Total number of Permitted Activities for the City of Maple Valley / Total number of Permitted Activities for Fire Prevention.

Maple Valley (807) / Total for Fire Prevention (9688) = 8.33%

Final Cost Calculation:

% of Total Expenses (8.33% of \$2,865,921.69) + Lease Space (8.33% of \$110,250)

$\$238,683.99 + \$9,182.01 = \$247,866.00$

2023 Projected Cost for the City of Maple Valley = \$247,866.00