

**INTERLOCAL COOPERATION AGREEMENT FOR
FIRE MARSHAL AND OTHER RELATED SERVICES
BETWEEN
THE CITY OF WENATCHEE
AND
CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1**

THIS INTERLOCAL AGREEMENT (hereinafter, the "Agreement") is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the **CITY OF WENATCHEE** (hereinafter the "City"), a municipal corporation under the laws of the State of Washington, and **CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1** (hereinafter the "District"), a municipal corporation under the laws of the State of Washington, (collectively the "Parties"), related to the provision of Fire Marshal and other services and to define the Parties' respective rights, obligations, costs, and liabilities regarding this undertaking.

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the City was annexed into the District effective July 31, 2015; and

WHEREAS, the City will provide its own Fire Marshal from July 31, 2015, through December 31, 2015, and will retain certain Fire Marshal responsibilities after that date; and

WHEREAS, the City desires to contract with the District for certain Fire Marshal services which the City will not provide after January 1, 2016; and

WHEREAS, RCW 52.12.031, allows Fire Districts, among other things, to provide investigation services through Interlocal Agreements; and

WHEREAS, RCW 43.44.050 allows Fire Districts to provide investigative services related to fire origin, cause, circumstances and loss where no fire department exists; and

WHEREAS, the City and District desire to set forth their relative responsibilities within the City limits from and after January 1, 2016, for Fire Marshal and other related services; and

WHEREAS, the City and District each have the training, staff, and capabilities to carry out their respective duties set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the Parties agree as follows:

Section 1. Purpose. The purposes of this Agreement are as follows: (i) To set forth the Parties' respective obligations for Fire Marshal services from and after January 1, 2016; and (ii) to set forth the compensation the City will pay the District to provide the services specified in this

Agreement.

Section 2. Term. This Agreement shall commence January 1, 2016 (the "Effective Date") and shall remain in effect until terminated by either of the Parties as set forth herein.

Section 3. Provision of Fire Marshal and Related Services.

3.1 The City shall and does hereby retain the following responsibilities to be carried out through the direction of the City Community and Economic Development Director or Designee who will have the following Fire Marshal responsibilities:

(i) Administering the International Fire Code which includes the development, interpretation, application and enforcement of the Code as it is adopted by the City and State of Washington; and

(ii) Inspection of new occupancies for compliance with the International Fire Code.

(iii) Enforcement of all city codes related to fire prevention and fire safety in cooperation with the District Inspection programs.

3.2 The City shall and does hereby retain the obligation for maintenance, repair and flow testing of all City fire hydrants through the City's water division under the direction of the Public Works Director.

3.3 The District shall provide within the City limits the following services under the direction of the District's Fire Chief:

(i) Fire prevention education through a comprehensive annual public outreach plan that coordinates with City Code Enforcement programs;

(ii) Annual existing occupancy inspections including:

a. Coordinating with the City to enter inspections into the City's permit tracking system;

b. Reporting any Code violations to the City's Code Enforcement Division, including participation in investigations and assistance when imminent threats must be remedied at the time of notification. Serious enforcement situations require partnerships with the Police Department, City Attorney, and City Code Officers; and

c. Coordinating with the City in the issuance of operational permits issued by the City, including establishing an inspection schedule consistent with Table 7 as defined by Washington State Survey's and Ratings Bureau equivalent to one inspection every two years with high hazard inspections annually with

certified inspector oversight.

(iii) Provide certified inspectors to carry out fire origin, cause and circumstances investigations, preparing reports and witness statements, recording and reporting losses, and provide proper notification to the City's Police Chief and Community and Economic Development Director or Designee. This service shall include providing expert witness testimony to fulfill the City's duties required by law and providing all fire reports according to NFPA standards

(iv) Attend development review meetings as requested by the City; and

(v) Provide semi-annual inspection and exercising of city hydrants, providing timely notification to the City regarding any maintenance and repair needs.

(vi) In cooperation with the City, provide special event permit approvals including but not limited to indoor and outdoor pyrotechnic permits, fireworks, and parades (if applicable). Special events shall be defined as events that require District involvement due increased response preparedness and awareness. Special events may require mitigation measures as recommended by the District for overall public safety. These type of events often involve coordination with Law Enforcement and other City departments.

(vii) Provide input in the development of fire response related city codes.

3.4 The City and the District agree to manage and operate the services required by this Agreement in such a manner as to maintain the City's Protection Class rating of 5, with a goal of reaching a Protection Class rating of 4 through the Washington State Survey and Ratings Bureau. The most recent survey done for the City is attached as Exhibit "A" and identifies the required upgrades and training that will be needed to maintain and improve the rating. No liability shall attach to either party if the foregoing Protection Class Ratings are not maintained or achieved.

3.5 The City and the District shall cooperate in the coordination of staff and sharing of data as required to effectively implement inspection programs, business license compliance, investigations, code enforcement, plan review, and hydrant maintenance. For example, the District will be reliant on City Code Enforcement to effectively carry out fire prevention programs through District's occupancy inspections and the City is highly reliant on occupancy inspections to ensure business license compliance is achieved. The Parties recognize the coordinated inspection programs and cooperative efforts under this Agreement will provide the best service to the public.

Section 4. Compensation. In consideration of the services provided by the District under this Agreement, the City shall pay the District a lump sum payment as follows (the "Annual Compensation"): (i) By January 31, 2016: \$50,000; (ii) by January 31, 2017: \$50,000; (iii) by January 31, 2018: \$50,000; and (iv) by January 31 of 2019: \$50,000. The Annual

Compensation for subsequent years shall be subject to agreement of the parties.

Section 5. Termination. This Agreement shall terminate: (i) By mutual agreement of the Parties; or (ii) at the end of any calendar year with at least 180 days advance written notice given by either Party to the other or (iii) upon failure of the parties to reach agreement on or before July 1 concerning the Annual Compensation for the subsequent calendar year.

Section 6. Administration. The District Fire Chief shall serve as Administrator of this Agreement for the District and the Mayor of the City shall serve as Administrator of this Agreement for the City.

Section 7. Release, Indemnification, and Hold Harmless Agreement.

7.1 To the extent permitted by law, the District agrees to protect, indemnify, and hold the City harmless from and against any and all injury or damage to the City or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the negligence of the District, its agents, employees, representatives or subcontractors. The District specifically promises to indemnify the City against claims or suits brought under Title 51 RCW by the District's employees or subcontractors and waives any immunity that the District may have under that title with respect to, but only to, the limited extent necessary to indemnify the City. The District shall also indemnify and hold the City harmless from any wage, overtime, or benefit claim of any District employee, agent, representative or subcontractor performing services under this Agreement. The District further agrees to fully indemnify the City from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of the City. In situations involving the concurrent negligence of the City or its employees, the District's indemnification shall be limited to its percentage of fault.

7.2 The City agrees to protect, indemnify, and hold the District harmless from and against any and all injury or damage to the District or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the negligence of the City, its agents, employees, representatives or subcontractors. The City specifically promises to indemnify the District against claims or suits brought under Title 51 RCW by the City's employees or subcontractors and waives any immunity that the City may have under that title with respect to, but only to, the limited extent necessary to indemnify the District. The City shall also indemnify and hold the District harmless from any wage, overtime, or benefit claim of any City employee, agent, representative or subcontractor performing services under this Agreement. The City further agrees to fully indemnify the District from and against any and all costs of defending any such claim or demand to the end that the District is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of the District. In situations involving the concurrent negligence of the District or its employees, the City's indemnification shall be limited

to its percentage of fault.

Section 8. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Chelan County Superior Court.

Section 9. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the District and any employee, agent, representative or contractor of the City, or between the City and any employee, agent, representative or contractor of the District.

Section 10. Property Acquisition, Retention, and Disposition. Any real or personal property acquired by either Party in furtherance of its obligations pursuant to this Agreement, shall remain within the sole and exclusive ownership of the acquiring Party following the termination or expiration of this Agreement.

Section 11. Notices. Notices to the District shall be sent to the following address:

Chelan County Fire Protection District No. 1
Attn: Fire Chief
206 Easy Street
Post Office Box 2106
Wenatchee, WA 98807-2106

Notices to the City shall be sent to the following address:

City of Wenatchee
Attn: Mayor
129 South Chelan Avenue
Post Office Box 519
Wenatchee, WA 98807-0519

Section 12. No Preferential Service. The District shall assign the resources available to it without regard to internal political boundaries, but rather based upon the operational judgment of the District.

Section 13. No Assumption of Liabilities or Obligations. Except as expressly set forth herein, neither party shall be liable for any debts or obligations of the other.

Section 14. Insurance. For the duration of this Agreement, each party shall maintain insurance as follows:

14.1 Each party shall maintain its own insurance policy insuring damage to its own real and personal property.

14.2 The District shall maintain an insurance policy insuring against liability arising out of work or operations performed by the District under this Agreement in an amount not less than Five Million Dollars (\$5,000,000) per occurrence with a deductible of not more than Thirty-five Thousand Dollars (\$35,000).

14.3 The City shall maintain an insurance policy insuring against liability arising out of work or operations performed by the City under this Agreement in an amount not less than Five Million Dollars (\$5,000,000) per occurrence with a deductible of not more than Thirty-five Thousand Dollars (\$35,000).

Section 15. Cross Release. Except as specifically provided in this Agreement, and except in the event of breach of this Agreement, the District and the City do hereby forever release each other from any claims, demands, damages or causes of action related to damage to equipment or property owned by the Parties. It is the intent of the Parties to cover this risk with the insurance noted above.

Section 16. Dispute Resolution.

16.1 Non-Binding Mediation. It is the desire of the City and the District to resolve all disputes between them without litigation. Within 10 days after notice is issued by either party of a dispute ("Notice of Dispute") that it wants to be resolved pursuant to this Section 16, the City and the District shall mutually agree upon a mediator unless within such 10 day period either party objects to mediation as a method of resolving such dispute. If an objection to mediation is timely issued, this Section 16.1 shall not be followed as a method for resolving the dispute. If no objection to mediation is timely issued, then the parties shall attempt to agree upon a mediator within 20 days of the date the Notice of Dispute was issued. any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the City and the District. If the City and the District cannot timely agree upon a mediator, the City and the District shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) or a similar dispute resolution service, and request that a mediator be appointed. If either party fails to timely submit the matter to JAMS or other dispute resolution service, this Section 16.1 shall not be followed as a method of resolving the dispute.

16.2 Litigation. In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid its' reasonable costs and attorneys' fees incurred by that party, and in the event any judgment is secured by such prevailing party, reasonable costs and attorneys' fees of collection shall be included in any such judgment.

Section 17. Filing. The City shall, after this Agreement is executed by both Parties, but before the Effective Date, record this Agreement with the Chelan County Auditor or post it on its website.

Section 18. No Third-Party Beneficiary Created. Nothing in this Agreement, whether

expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any Party hereto.

Section 19. Waiver. Waiver by any Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.

Section 20. Severability. In the event that any sentence, clause or provision of this Agreement is held invalid or otherwise unenforceable by a court of competent jurisdiction, such invalidation shall not affect any other sentence, clause or provision hereof.

Section 21. No Separate Entity Created. No separate legal entity is formed by this Agreement.

Section 22. Counterparts. This Agreement may be executed in counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same agreement.

Section 23. Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

Section 24. Further Cooperation. The Parties shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.

DATED this 12 day of NOV., 2015.

CHELAN COUNTY FIRE
PROTECTION DISTRICT NO. 1

CITY OF WENATCHEE



Fire Chief




Mayor

ATTEST:




District Secretary



City Clerk

APPROVED AS TO FORM:

Fire District Attorney



City Attorney

EXHIBIT A

[FIRE PROTECTION SURVEY AND RATING]



Protection Class Report for:

Wenatchee

Effective Date: August 1, 2015

Prepared By:

Washington Surveying and Rating Bureau

2101 4th Avenue, Suite 300

Seattle, WA 98121

P 206.217.9772

F 206.217.9329

www.wsrb.com

SUMMARY OF POINTS - Water Supply

<u>Item</u>	<u>Points</u>
1 Adequacy of Water Supply	<u>145</u>
1a. Commercial districts	<u>139</u>
1b. Residential districts	<u>6</u>
2 Distribution of Hydrants	<u>7</u>
2a. Commercial districts	<u>7</u>
2b. Residential districts	<u>0</u>
3 Hydrants Size, Type and Installation	<u>5</u>
4 Hydrants Inspection and Condition	<u>5</u>
5 Arrangement, Operation and Maintenance of Water System Components	<u>168</u>
5a. Arrangement and Operation	<u>67</u>
5b. Maintenance	<u>101</u>
Total Points:	<u><u>330</u></u>

EXPLANATION OF POINTS

WATER SUPPLY

Points % of
Scored Credit

1. Adequacy of Water Supply

1a. Commercial Districts

This item evaluates the water system's ability to deliver the required fire flow for commercial properties in the community. The score for this item is determined by comparing the required fire flow for a building to the available fire flow. A building's required fire flow is calculated using type of construction, square footage, occupancy, external exposure, and whether the building is equipped with an automatic sprinkler system. Available fire flow is measured using hydrant flow tests and the capacity of the water system storage, pumps, filters, and mains.	139	81%
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1b. Residential Districts

Fire flow availability is also evaluated in the residential districts of the community. The base fire flow requirement for residential properties is 1,000 gpm for a one-hour duration. In the context for the Protection Class Grading Schedule, "residential" refers to one- to four-family dwellings.	6	98%
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2. Distribution of Hydrants

2a. Commercial Districts

This item evaluates whether commercial buildings located in the community have an adequate number of fire hydrants and if the fire hydrants are well distributed around the building. Buildings specifically rated by WSRB are used in evaluating this item.	7	98%
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2b. Residential Districts

Residential structures in the community will be evaluated to determine if a fire hydrant is available within 600 feet. Point score is based on the total number of properties as compared to the number of properties with a fire hydrant within 600 feet.	0	100%
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3. Hydrant size, type & installation

Hydrants shall conform to American Water Works Association (AWWA) Standards for dry-barrel hydrants. Standard hydrants must have a minimum of one pumper outlet and two 2.5-inch outlets, be connected to at least a 6-inch water main, and be provided with a control valve on connections between the hydrant and street main. Hydrants should also have a quick-connect fitting on the pumper port and uniform operating direction.	5	95%
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4. Hydrants Inspection and Condition

Hydrants must be inspected annually, including operating the hydrant and checking the static pressure. Flow tests of hydrants must be conducted at least every 5 years. Fire hydrants shall be marked for available water flow, free of obstructions, and kept in good condition.	5	95%
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5. Arrangement, Operation and Maintenance of Water System Components

5a. Arrangement and Operation

"Arrangement" of the water system components evaluates the location and number of water sources and water storage units. Multiple water sources and water storage locations provide redundancy in order to reduce the impact of failure of one part of the system. "Operation" considers how the system is monitored and controlled (telemetry), how water is delivered (pumps or gravity), and if backup power is provided for pumps. The water system shall be managed by a state-certified operator.	67	33%
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5b. Maintenance

This item evaluates the frequency of visits to and inspections of water system components other than hydrants. Regular visits and inspections allow for timely maintenance and repair of components. Water system components including wells, pumps, water tanks and reservoirs, pressure reduction, altitude, float control, and water main control and isolation valves shall be regularly inspected.	101	50%
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SUMMARY OF POINTS - Fire Department

<u>Item</u>	<u>Points</u>
1 Pumpers	<u>59</u>
1a. Number of Pumpers in Service	<u>46</u>
1b. Number of Reserve Pumpers	<u>13</u>
2 Ladder Trucks/Ladder Service	<u>27</u>
2a. Number of Ladder Trucks in Service	<u>0</u>
2b. Number of Reserve Ladder Trucks	<u>20</u>
2c. Ground Ladder Service	<u>7</u>
3 Distribution of Companies	<u>21</u>
4 Pumper Capacity	<u>44</u>
4a. Pumper Capacity	<u>35</u>
4b. Reserve Pumper Capacity	<u>9</u>
5 Maintenance and Condition of Apparatus	<u>83</u>
6 Number of Officers	<u>27</u>
6a. Number of Chief Officers	<u>0</u>
6b. Number of Company Officers	<u>27</u>
7 Department Staffing	<u>242</u>
7a. Normal Minimum Strength of Day Shift	<u>121</u>
7b. Normal Minimum Strength of Night Shift	<u>121</u>
8 Engine and Ladder Company Unit Staffing	<u>50</u>
9 Stream Devices	<u>10</u>
10 Equipment for Pumpers and Ladder Trucks	<u>11</u>
11 Hose	<u>2</u>
11a. Total Amount of LDH & 2½-inch Hose	<u>2</u>
11b. Total Amount of 1½-inch Hose	<u>0</u>
11c. Total Amount of Pre-Connected Hose	<u>0</u>
12 Condition of Hose	<u>54</u>
13 Training	<u>215</u>
14 Response to Alarms	<u>10</u>
15 Fire Operations	<u>176</u>
16 Special Protection	<u>0</u>
16a. Fireboats in Service	<u>0</u>
16b. Other Needed Special Protection	<u>0</u>
17 Miscellaneous Factors and Conditions	<u>48</u>
17a. Fire Stations	<u>26</u>
17b. Fuel	<u>9</u>
17c. Delays in Response	<u>13</u>
Total Points:	<u>1079</u>

EXPLANATION OF POINTS

FIRE DEPARTMENT

Scored
points % of
Credit

1. Pumpers

1a. Pumpers

The number of pumpers in service and regularly responding to alarms must be sufficient to properly protect the community. The number of pumpers required is determined by evaluating the fire flow requirements in the community, geographical distribution of structures, response of engines outside the community, and frequency of alarms. The required number of pumpers is compared to the number of pumpers in service. Pumper-ladder trucks will be credited under this item. Automatic aid will be considered in this item, but credit will not exceed 1/3 of the requirement.	46	77%
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1b. Reserve Pumpers

To maintain the required number of pumpers in service, one reserve pumper is required for every 8 pumpers required to be in service, but no fewer than 1. Reserve pumpers shall be fully equipped, tested, and maintained for service.	13	68%
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2. Ladder Trucks/Ladder Service

2a. Number of Ladder Trucks in Service

The number of ladders trucks in service and regularly responding to alarms must be sufficient to properly protect the community. A ladder truck is required when a community has at least 5 buildings with a required fire flow of 4,000 gpm or greater and/or 3 stories (35 feet) in height. The required number of ladders is compared to the number of ladders in service. Pumper-ladder trucks will be credited under this item. Automatic aid will be considered in this item, but credit will not exceed 1/3 of the requirement. The height and type of ladder truck will also be evaluated in this item.	0	100%
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2b. Number of Reserve Ladder Trucks

To maintain the required number of ladder trucks in service, one reserve ladder truck is required for every 5 ladder trucks required to be in service, but no fewer than 1. Reserve ladders shall be fully equipped, tested, and maintained for service.	20	0%
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2c. Ground Ladder Service

In those communities not considered to require a standard ladder truck, sufficient ground ladders to reach the roofs of buildings must be carried on pumpers or special apparatus. The number, type, height, and testing of ground ladders will be evaluated in the item.	7	86%
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3. Distribution of Companies

Engine and ladder companies must be distributed to provide effective protection to the community. Structures should be within 1.5 road miles of a first-alarm engine company and 2.5 miles of a ladder company. Distances may be increased to 4 road miles in areas with separation of 100 feet or more between buildings. Pumper-ladders and automatic aid will be considered in this item.	21	90%
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4. Pumper Capacity

4a. Pumper Capacity

Adequate pumper capacity must be provided on the first alarm to meet or exceed basic fire flow. All fire pumps must be tested annually to receive full credit. Automatic aid will be considered in this item.	35	83%
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4b. Reserve Pumper Capacity

The total pumper capacity, including reserve pumpers, with 1 for each 8 required pumpers (but not fewer than 1 and including the largest) out of service, must be sufficient to maintain the total pumper capacity required.	9	55%
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5. Maintenance and Condition of Apparatus.....

5a. Facilities and Personnel

Facilities, preferably departmental, must be adequate to properly service all apparatus, and an adequate number of personnel trained in fire apparatus maintenance must be provided. This item evaluates who operates the maintenance facility and the certifications of the maintenance personnel.	N/A	40%
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5b. Preventative Maintenance

A suitable preventive maintenance program must be in effect; this includes service tests of pumpers and inspection and testing of aerial ladders and elevating platforms. This item evaluates how often apparatus are checked and inspected. The testing frequency of pumps, aerials, foam systems, CAFS, breathing air systems, road test, and weight verification are also evaluated.	N/A	53%
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5c. Age of Apparatus

The age of apparatus will be considered in determining condition. Pumpers, ladders, and support vehicles older than 15 years will receive deficiency points. Apparatus older than 25 years will receive additional deficiency points.	N/A	56%
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EXPLANATION OF POINTS

FIRE DEPARTMENT

Scored
points % of
Credit

6. Number of Officers

6a. Number of Chief Officers

A chief officer in charge of the department must be on duty at all times but need not sleep at a fire station to be considered on duty provided there are adequate means for notification and response to alarms. Departments with more than 8 companies, in addition to the chief and assistant chief, must have sufficient battalion or district chiefs to provide one on duty in a fire station at all times for each 8 companies or major fraction required. Two active volunteer officers may be considered equivalent to one full on-duty officer, up to half the number of officers required.	0	100%
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6b. Number of Company Officers

There must be sufficient company officers to provide one on duty at all times with each required engine or ladder company. Two active volunteer officers may be considered equivalent to one full on-duty officer, up to half the number of officers required.	27	46%
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7. Department Staffing

7a. Normal Minimum Strength of Day Shift

There must be 6 firefighters on duty for each of the required engine and ladder companies. Only personnel who participate in actual structural firefighting operations will be credited. Personnel staffing ambulances or other units serving the general public may be credited depending on the extent they are available for firefighting duties. Three call and/or volunteer firefighters will be considered equivalent to 1 on-duty firefighter. Call or volunteer firefighters may not exceed half the required strength of required companies. If adequate records of response are not kept, credit may be limited to 1 on-duty for each 6 call or volunteer firefighters. Call or volunteer firefighters working defined shifts at fire stations may be considered equivalent to on-duty firefighters. Response of firefighters on automatic aid apparatus and the response of off-shift personnel will also be considered in this item.	121	40%
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7b. Normal Minimum Strength of Night Shift

There must be 6 firefighters on duty for each of the required engine and ladder companies. Only personnel who participate in actual structural firefighting operations will be credited. Personnel staffing ambulances or other units serving the general public may be credited depending on the extent they are available for firefighting duties. Three call and/or volunteer firefighters will be considered equivalent to 1 on-duty firefighter. Call or volunteer firefighters may not exceed half the required strength of required companies. If adequate records of response are not kept, credit may be limited to 1 on-duty for each 6 call or volunteer firefighters. Call or volunteer firefighters working defined shifts at fire stations may be considered equivalent to on-duty firefighters. Response of firefighters on automatic aid apparatus and the response of off-shift personnel will also be considered in this item.	121	40%
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8. Engine and Ladder Company Unit Staffing

Unit staffing strength for engine and ladder companies only considers companies with apparatus in service credited in items 1 and 2. The amount by which the required 6 on-duty firefighters per company exceeds the on-duty strength (as determined in Item 7), divided by the number of in-service companies, equals the average deficiency per company.	50	84%
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9. Stream Devices

Turrets, nozzles, foam equipment, and, where required, elevated stream devices must be provided. This item evaluates the required stream devices to the devices provided. Credit will be limited if annual testing is not conducted and maintenance records are not provided.	10	80%
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10. Equipment for Pumpers and Ladder Trucks

This item will consider equipment for existing pumpers and ladder trucks, except for such equipment considered in Items 2c (ground ladders), 9 (stream devices), and 11 (hose). Credit will be limited if annual testing is not conducted and maintenance records are not provided.	11	89%
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EXPLANATION OF POINTS

FIRE DEPARTMENT

Scored
points % of
Credit

11. Hose

11a. Total Amount of LDH & 2 1/2 " Hose

This item considers whether adequate hose is carried on each pumper and whether adequate reserve hose is provided. The requirement for large diameter hose (3.5 inches or larger) for each pumping apparatus is 600 feet on the apparatus and 300 feet in reserve. The requirement for 2.5-inch + hose is 800 feet on the apparatus and 400 feet in reserve.	2	98%
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11b. Total Amount of 1 1/2 " Hose

The requirement for 1.5-inch + hose on each pumping apparatus is 400 feet with 200 feet in reserve.	0	100%
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11c. Total Amount of Pre-Connected Hose

The requirement for pre-connected, 1.5-inch + hose on each pumping apparatus is 200 feet. Booster hose that is pre-connected to the pump is creditable, but booster hose smaller than 1.5 inches will only receive 50% credit.	0	100%
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12. Condition of Hose	54	33%
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12a. Hose Testing Frequency

All hose, in service and reserve, must be maintained in good condition and tested annually in accordance with NFPA Standard 1962.	N/A	40%
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12b. Age of Hose

The age of all hose in service and in reserve is evaluated for the item.	N/A	0%
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12c. Hose Washing, Drying, and Storage Facilities

Suitable facilities and procedures must be provided for washing, drying, and storing hose. This is to prevent mildew in the hose jackets and rust / corrosion in hose compartments.	N/A	50%
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12d. Cotton Jacket Hose

An additional deficiency will be added for cotton-jacketed hose.	N/A	100%
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13. Training	215	28%
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13a. Supervision

Training must be under the guide of a qualified training officer. Maximum credit is achieved when the training officer has at least 10 years of direct incident command experience, a rank of captain or better, and certification as a Fire Instructor II. Personnel in charge of training sessions must be certified as fire instructors.	N/A	60%
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13b. Company Training

Firefighters are required to have a minimum of 20 hours of structural fire fighting training per firefighter, per month. This amount can be reduced by 25%, to 15 hours, for firefighters that are certified Firefighter I and by 50%, to 10 hours, for firefighters that are certified firefighter II. Training should include topics outlined in NFPA 1001: <u>Standard for Fire Fighter Professional Qualifications</u> .	N/A	23%
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13c. Training Center Training

This item evaluates the quantity of training at a training center and the quality of the training center. A minimum of 8 half-day (3-hour) drills per year, including 2 drills at night and 4 multiple-company drills, shall be provided for all firefighters. Training centers should provide a drill tower that is 3 stories in height (4 stories in height if a ladder truck is required in the community), a structure to support live fire simulation, a combustible liquid pit (minimum of 20-foot radius accessible from all directions), training aids and props, and an area of at least 2 acres suitable for multi-company operations.	N/A	15%
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13d. Officer Training

A minimum of two days per year (16 hours) is required for all officers. This amount can be reduced by 25%, to 12 hours, for officers that are certified Fire Officer I and by 50%, to 8 hours, for officers that are certified Fire Officer II. Officer training should include topics outlined in NFPA 1021: <u>Standard for Fire Officer Professional Qualifications</u> that focus on leadership, fire tactics, and incident command.	N/A	20%
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13e. Driver & Operator Training

Personnel who drive and/or operate apparatus should participate in a minimum of 1 day (8 hours) of training per year. Training should include topics outlined in NFPA 1002: <u>Standard for Fire Apparatus Driver/Operator Professional Qualifications</u> . Current state-approved EVIP certification can serve in lieu of annual training.	N/A	60%
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13f. Recruit Training

New fire department members should receive a minimum of 240 hours of recruit training during their first year of membership. Training should include topics outlined in NFPA 1001: <u>Standard for Fire Fighter Professional Qualifications</u> .	N/A	100%
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EXPLANATION OF POINTS

FIRE DEPARTMENT

	Scored points	% of Credit
13g. Pre-Fire Planning		
An annual inspection of all commercial or similar type buildings is required. Pre-fire information should be readily available on responding apparatus. Pre-fire plans should be in accordance with NFPA 1620: Recommended Practice for Pre-Incident Planning.	N/A	10%
14. Response to Alarms.....		
14a. Run Cards		
Run cards detailing the fire department response to fires must be developed for all areas of the community.	N/A	100%
14b. Commercial Districts		
Adequate response to alarms must be established. The required first alarm response depends on the district's basic fire flow. For districts with basic fire flow from 1500-3,999 gpm, at least 1 chief officer, 2 engine companies, and 1 ladder service company are required. For districts with basic fire flow from 4,000-8,999 gpm, at least 1 chief officer, 3 engine companies, and 1 ladder truck company are required. When basic fire flow is 9,000 gpm or higher, at least 1 chief officer, 3 engine companies, and 2 ladder truck companies are required.	N/A	85%
14c. Residential Districts		
At least 1 chief officer, 2 engine companies, and adequate ladder equipment are required to respond to residential districts.	N/A	88%
14d. Multiple Alarms		
Engine company response to each additional alarm for the same fire should approximate the number of engine companies required for the first alarm.	N/A	100%
14e. Cover Plan		
Response areas in the community must have a cover plan for when the first due companies are out of service.	N/A	30%
15. Fire Operations		
Consideration will be given to the ability of the department to operate effectively at fires. Effectiveness is dependent on staffing and training; however, others factors can also affect fire operations. Percentage for this item will be determined by taking the average of the percentages from Items 7, 8, and 13 and adjusting as conditions warrant.	176	45%
16. Special Protection		
16a. Insufficient Fireboats in Service		
A suitably staffed, equipped, and maintained fireboat will be required where at least 1 mile of wharf frontage necessitates firefighting operations from the water side. Such frontage must be within 1.5 miles of a fireboat.	0	100%
16b. Lack of Other Needed Special Protection		
Conditions in the municipality that require special fire department protection in addition to that covered elsewhere in this schedule will be considered in this item. Conditions considered in this item include but are not limited to: waterfront properties needing some special protection but not requiring a conventional fireboat, extensive brush areas, extensive bulk oil and other hazardous storage.	0	100%
17. Miscellaneous Factors and Conditions		
17a Fire Stations		
This item considers suitability of fire stations, including construction, housing of apparatus, and if the station is provided with a secondary power source. Communication equipment should be provided at fire stations and include two-way radios, spare portable radios, commercial telephone, and means for public reporting to the dispatch centers. Firefighters must have two separate means for receiving alarms from the communication center. At least one means must be supervised. If the stations are not staffed, firefighters must be equipped with the means to receive alarms.	26	74%
17b. Fuel		
Fuel must be available in sufficient quantities at fire stations. Suitable arrangements must be made for delivery of fuel to apparatus at fires of long duration.	9	55%
17c. Delays in Response		
The possibility of delays due to poor condition of roads, including snow and ice, steep grades, vehicle parking, traffic, railroad grade crossings, and similar features are considered in this item.	13	87%

SUMMARY OF POINTS - Emergency Communications

<u>Item</u>	<u>Points</u>
1 Communication Center	<u>29</u>
1a. Building Construction, Exposures, and Communicating Openings	<u>18</u>
1b. Fire Protection	<u>6</u>
1c. Security	<u>5</u>
1d. Emergency Lighting	<u>0</u>
2 Communication Center Equipment	<u>87</u>
2a. CAD	<u>25</u>
2b. Recording	<u>0</u>
2c. Telephone Service	<u>0</u>
2d. Supervision	<u>20</u>
2e. Dispatch Circuits	<u>40</u>
2f. Emergency Power	<u>2</u>
3 Telecommunicators	<u>41</u>
3a. Training	<u>0</u>
3b. Number of Telecommunicators on Duty	<u>41</u>

Total Points: 157

EXPLANATION OF POINTS

EMERGENCY COMMUNICATIONS	Scored points	% of Credit
1. Communications Center		
1a. Building Construction, Exposures, and Communicating Openings		
This item evaluates the building where the communication center is located. Communication centers should be in fire-resistive, separate buildings without internal or external exposures.	18	64%
1b. Fire Protection		
This item evaluates the adequacy of fire protection provided for the communication center, including portable fire extinguishers, fire alarms, automatic sprinkler systems and suppression systems in computer and data-processing equipment rooms.	6	80%
1c. Security		
Communication center security is meant to protect against vandalism, terrorism, and civil disturbances. Restricted access, security of doors and windows, and the vulnerability of the areas surrounding the center are considered.	5	50%
1d. Emergency Lighting		
Communication centers must be provided with emergency lighting that will be placed in service immediately after a power loss so operations can continue uninterrupted. At least one self-charging lantern or flashlight should also be provided.	0	100%
2. Communications Center Equipment		
2a. Computer-Aided Dispatch (CAD)		
Features and capabilities of the Computer-aided dispatch system are evaluated. Maximum credit is achieved when the CAD system has enhanced 911, wireless and VoIP capabilities; allows data exchange; has a redundant backup system with automatic switch-over to backup; selects and recommends units to be dispatched; is MDC-capable; and has automatic vehicle locating, GIS capabilities, and management information system (MIS). Credit will be prorated depending on the communication center's CAD capabilities.	25	64%
2b. Recording		
All incoming and outgoing voice transmissions shall be recorded including the date and time. All telecommunicators should have access to immediate playback of recordings.	0	100%
2c. Telephone Service		
The number of required telephone lines for emergency and business calls is determined by the population served by the communication center. Additional lines may be required if emergency calls other than fire are received or if central station alarms are received. One outgoing-only line must also be provided.	0	100%
2d. Supervision		
All components of the alarm dispatch circuits shall be monitored for integrity, including dispatch circuits, transmitters, repeaters, and primary and secondary power. Fault conditions detected shall actuate an audible and visual trouble signal at a constantly attended location.	20	0%
2e. Dispatch Circuits		
The communication center must have separate primary and secondary dispatch circuits for transmitting alarms. Maximum credit is obtained when dual circuits are provided, circuits are supervised, there is automatic switchover to secondary circuits, and all components of the system are owned by the communication center.	40	0%
2f. Emergency Power		
The Communication Center shall be provided with an emergency power source. An uninterruptible power supply (UPS) shall be provided along with an automatically starting generator.	2	93%
3. Telecommunicators		
3a. Training		
A minimum of 480 hours of initial training is required for Telecommunicators. General dispatch training and fire dispatch training should be a minimum of 240 hours each. Non-certified telecommunicators should receive 40 hours of continuing education per year. Certified Telecommunicator I personnel and certified Telecommunicator II personnel shall receive 30 hours and 24 hours of continuing education, respectively.	0	100%
3b. Number of Telecommunicators on Duty		
The number of required telecommunicators on duty is based on the total number of calls received per year at the communication center. If the communication center is meeting the call-answering and dispatching times set forth by NFPA 1221: <u>Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems</u> , then full credit will be applied in this item.	41	59%

SUMMARY OF POINTS - Fire Safety Control

<u>Item</u>	<u>Points</u>
1 Fire Code Enforcement	<u>285</u>
1a. Fire Marshal	<u>11</u>
1b. Fire Plan Review	<u>15</u>
1c. Inspections of Fire Code Permits	<u>0</u>
1d. Fire Code Inspections of Existing Occupancies	<u>244</u>
1e. Confidence Testing of Fire Protection Systems	<u>15</u>
2 Public Fire Education	<u>40</u>
2a. School Programs	<u>28</u>
2b. Adult Programs	<u>12</u>
3 Fire Investigations	<u>7</u>
4 Building Code Enforcement	<u>4</u>
Total Points:	<u><u>336</u></u>

EXPLANATION OF POINTS

FIRE SAFETY CONTROL

Scored
points % of
Credit

1. Fire Code Enforcement

1a. Fire Marshal

The fire marshal shall oversee fire code enforcement. The fire marshal shall have 10 or more years of code enforcement experience, be certified as a fire marshal, and receive at least 16 hours of fire-code-related continuing education per year.	11	45%
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1b. Fire Plan Review

Review of plans for fire code compliance must be done by experienced, certified personnel. The plan reviewer shall have 5 or more years of plan review experience, be a registered design professional (licensed professional engineer), and receive at least 16 hours of plan review related continuing education per year. The plan review department needs to have adequate staffing to ensure comprehensive plan reviews.	15	70%
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1c. Inspections of Fire Code Permits

New and renovated occupancies requiring a fire code permit must be inspected prior to issuing a Certificate of Occupancy. Fire inspectors shall be certified with 5 or more years of experience in inspections and receive at least 16 hours of fire inspection related continuing education per year. Adequate department staffing levels must be maintained to ensure comprehensive inspections.	0	100%
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1d. Fire Code Inspections of Existing Occupancies

Fire Code Inspections of existing occupancies shall be conducted. The frequency of inspections will be evaluated using Table 7 in the Protection Class Grading Schedule. Fire code inspectors should be certified with 5 or more years of experience and receive minimum of 16 hours of fire inspection related continuing education per year. Staffing levels must be sufficient to ensure comprehensive inspections.	244	39%
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1e. Confidence Testing of Fire Protection Systems

Fire protection systems must be inspected and tested in accordance with the applicable NFPA standards. A program shall be in place to ensure these inspections are done, monitor the inspections results, and ensure deficiencies found with the systems are corrected.	15	25%
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2. Public Fire Education

Fire safety education must be provided to the general public. Fire educators should be Certified Public Educators in accordance with NFPA 1035, have 5 or more years of experience, and receive 16 hours of public-education-related continuing education per year. All education programs and events should be documented and should include date, instructor, topics taught, length of class, and number of students.

2a. School Programs

School programs should include age appropriate subjects for all students, preschool to the 12th grade.	28	20%
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2b. Adult Programs

Adult education should include programs for all segments of the adult population in the community.	12	20%
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3. Fire Investigations

Fire investigations must be done to determine the cause and origin of all fires. Fire investigator shall have 5 or more years of experience, be a commissioned law officer, be certified as a fire investigator, and receive at least 16 hours of fire-investigation-related continuing education per year. In addition, sufficient staff levels are required to ensure adequate response to fires, and all fires should be reported to NFIRS.	7	65%
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4. Building Code Enforcement

Building Code Class 2

Current building codes must be adopted and effectively enforced. The score for this item is based on the current Building Code Class of the community and is shown above.	4	90%
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Summary of Points

Final Calculation of The Community Protection Class Grade

Sections evaluated

	Water Supply	Fire Department	Emergency Communications	Fire Safety Control
Points Scored	330	1079	157	336
Maximum Points	1450	1950	450	650
% of Credit	77	45	65	48
Relative Value of Section	35%	40%	9%	16%
Relative Class of Section	3	6	4	6

Total credit for all sections 5.85

Divergence Score 0.19

Community Protection Class (PC) Grade = (10-total Credit) + divergence score

Community Protection Class (PC) Grade = 4.34 (Unrounded Grade)

Community Protection Class (PC) Grade = 5

Protection Class	Point Range
1	0.0 to 1.00
2	1.01 to 2.00
3	2.01 to 3.00
4	3.01 to 4.00
5	4.01 to 5.00
6	5.01 to 6.00
7	6.01 to 7.00
8	7.01 to 8.00
9	8.01 to 9.00
10	9.01 to 10.00

Final Calculation of the Community Protection Class Grade

	Points Scored	% of Credit
Water Supply The water supplies in the community that provide fire hydrants are evaluated in this section. In communities with multiple water supplies, the water supplies are prorated by their size (number of fire hydrants) to determine the overall score. Water Supply Items 1 through 5 make up the total score for this section.	330	77%
Fire Department The fire department servicing the community is evaluated in this section. The total service area of the fire department including incorporated and unincorporated area will be considered. Fire Department Items 1 through 17 make up the total score for this section.	1079	45%
Emergency Communications The Emergency Communication Center responsible for dispatching the fire department that services the community is evaluated. This evaluation will also apply to other communities the communication center dispatches fire services to. Emergency Communication Items 1 through 3 make up the total score for this section.	157	65%
Fire Safety Control Fire Safety Control or fire prevention activities provided in the community are evaluated in this section. These activities may be provided by local, county or state authorities all of which will be included in the evaluation. Fire Safety Control Items 1 through 4 make up the total score for this section.	336	48%
Divergence Excessive difference between the class of the Water Supply and the class of the Fire Department prevents the more effective feature from being utilized to its full relative value. An additional number of points are assigned to the grading of the community to recognize this divergence. Divergence in class between Water Supply and Fire Department of 2 classes or more shall have points added to the final grading of the community.	0.19	
Community Protection Class (PC) Grade = 5		
The Protection Class produced by this schedule is the overall class of the community, not the classification of all property located in the community. The rules of the applicable protection class manual must be applied to the Community Protection Class to determine the PC of an individual property located within the community.		