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**To:** Members of Dublin City Council

**From:** Dana L. McDaniel, City Manager 

**Date:** August 4, 2016

**Initiated By:** Donna Goss, Director of Development  
Jeffrey S. Tyler, AIA, LEED AP BD+C, Director of Building Standards / Chief Building Official

**Re:** Resolution 46-16 - Authorizing the City Manager to Enter into a Memorandum of Understanding with Washington Township for Fire Plans Examiner Services

## Summary

The proposed resolution's purpose is to formalize a long-standing practice that has been occurring between the City of Dublin Building Standards Division and the Washington Township Fire Prevention Bureau. This practice is borne out of an Ohio Building Code (OBC) requirement, which establishes the responsibility for the review and inspection of all fire protection systems, including fire sprinkler and fire alarm systems, to rest with the Chief Building Official of the local jurisdiction, which in this case is the City of Dublin. The OBC also permits the local fire official, in this case, Washington Township Fire Prevention, to make comment on the installation of said systems, within a reasonable timeframe, to the Chief Building Official for inclusion into the approval. Through the years, the Chief Building Official has come to rely on the expertise of the Fire Marshal for Washington Township to provide the necessary comments to approve the aforementioned systems.

On May 20, 2016, Alan Perkins, the former Fire Marshal for Washington Township, retired providing the township with an opportunity to review their existing practices based upon a study provided by the Novak Consulting Group. That led to a re-organization within the prevention bureau that led to the creation of a Fire Plans Examiner position that would assist a "re-focused" Fire Marshal position in carrying out the total responsibilities of the bureau. Because of the long-standing partnership and the need to continue to provide plan review and some inspection services to the Building Standard's division, the attached Memorandum of Understanding (MOU) was created to provide formality and clarity to the responsibilities that would be provided by the Fire Plans Examiner to the City of Dublin.

Specifically addressing the payment for services rendered by the Fire Plans Examiner, the percentage is a direct correlation of the time that this position will spend performing work for the City of Dublin. As spelled out in the MOU, the position will perform this work while being employed by Washington Township -- not the City of Dublin. This is similar to the contract that the City currently has with Franklin County Public Health to provide plumbing plan review and inspection services. The other percentage of time will be spent performing work exclusively for Washington Township. Included in the work for the City of Dublin will also be time spent training the City of Dublin plan review and inspection staff in the review and inspection of fire protection systems. This will allow these review and inspection responsibilities to transfer ultimately to the City of Dublin

Building Standards staff once they are adequately trained. Once that transfer occurs, it will no longer be necessary for the Fire Plans Examiner to assist the City of Dublin.

City staff will take this expense into account when setting fees for the upcoming year as part of the bi-annual cost of services study.

The attached MOU is the culmination of several months of collaborative discussions between the City Manager and his staff and the Township Administrator and her staff. The collaborative effort also had to balance the requirements within state law as well as the respective policies and procedures of both entities.

### **Recommendation**

Staff recommends approval of Resolution 46-16, authorizing the City Manager to enter into an agreement with Washington Township for fire plans examination services.



Memorandum of Understanding  
For Fire Plans Examiner Services

Between

CITY OF DUBLIN

and

WASHINGTON TOWNSHIP

This Memorandum of Understanding (“MOU”) is made and entered into, by and between, the City of Dublin, Ohio (“the City”) and Washington Township, Ohio (Franklin Delaware, and Union Counties) (“the Township”), to provide for the shared utilization of a Fire Plans Examiner, who shall be employed by the Township.

WHEREAS, the Township provides certain plans examination services and employs a Fire Plans Examiner, who reviews commercial construction plans and reports findings in accordance with applicable codes and standards, including the 2011 Ohio Building Code and the 2011 Ohio Fire Code, as well as compliance with Township and City policies and procedures; and

WHEREAS, because the City needs to utilize the services of the Fire Plans Examiner, the City has agreed to reimburse the Township for a portion of the Fire Plans Examiner’s base salary; and

WHEREAS, the Township has prepared the attached position description that details the services that the Fire Plans Examiner shall perform. This position description is incorporated herein by reference

NOW, THEREFORE, the City of Dublin, Ohio and Washington Township, Ohio enter into this Memorandum of Understanding and hereby agree as follows:

- 1. Fire Plans Examiner.** The City shall reimburse the Township for 70% of the base salary of the Fire Plans Examiner (“Annual Payment”). The Fire Plans Examiner’s current base salary is \$86,686.00. The City shall pay the Annual Payment to the Township no later than September 30, 2016 and each September 30<sup>th</sup> thereafter if this MOU is renewed for subsequent terms. Based upon this formula, the 2016 Annual Payment is \$60,680.00. The Township will inform the City no later than March 31<sup>st</sup> of each year the amount of the Fire Plans Examiner’s current base salary, and in no event may the base salary increase by more than 2% in any year that the MOU is in effect. The Township shall pay all other components of the Fire Plans Examiner’s

compensation, and the City is not liable for any additional costs beyond that enumerated herein.

2. **Use of the Fire Plans Examiner.** The Township will use its best efforts to make certain the Fire Plans Examiner assists the Dublin Chief Building Official with the review and evaluation of all routine and detailed building plans, site plans, and fire protection plans in terms of fire code and building code life safety criteria in accordance with the 2011 Ohio Building Code and the 2011 Ohio Fire Code and the policies and Codes of both Washington Township and the City of Dublin. The Fire Plans Examiner will also assist the Dublin Chief Building Official with preparation of variances and appeals to the Ohio Board of Building Appeals.
3. **Term.** This MOU shall commence on July 1, 2016 and terminate on June 30, 2017. The Parties may renew this MOU for five additional 1-year terms. In order to renew this MOU for a subsequent term, the City must send the Township written notification of its intent to renew no later than May 15<sup>th</sup> of each year. The Township must accept or reject this renewal request no later than June 15<sup>th</sup> of each year.
4. **No Partnership, No Employment.** The Fire Plans Examiner shall be an employee of the Township and shall not be deemed an employee of the City. This MOU does not create any employment, agency, or partnership relationship between the City and the Township. The City is not responsible for workers' compensation or unemployment compensation for the Fire Plans Examiner. The Fire Plans Examiner is not eligible for any of the City's employee fringe benefits such as insurance, retirement, vacation or sick leave and will not appear on the City's payroll.
5. **Insurance and Taxes.** The Township is responsible for deducting all applicable federal, state and local taxes from the Fire Plans Examiner's salary. The Township also is responsible for any insurance requirements/benefits for the Fire Plans Examiner.
6. **Governing Law/Venue.** Any controversy or claim related, directly or indirectly, to this MOU, whether between the Parties or any of the Parties' employees, agents, or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio or if applicable the United States District Court for the Southern District of Ohio, Eastern Division.
7. **Amendments.** This MOU may be amended at any time by the signed, written agreement of the City and the Township.

**[Signatures appear on the Next Page]**

CITY OF DUBLIN, OHIO

WASHINGTON TOWNSHIP, OHIO

By: \_\_\_\_\_  
Dana McDaniel

By: \_\_\_\_\_  
Sara Ott

Its: City Manager

Its: Township Administrator

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

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

Approved as to form:

Approved as to form:

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Jennifer D. Readler  
Law Director

\_\_\_\_\_  
Brian M. Zets  
Township Attorney