



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8d

**ACTION ITEM**

**Date of Meeting** March 23, 2021

**DATE:** March 1, 2021

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Joanna Hingle, Assistant Director of Engineering, Design Services  
Tina Soike, Director of Engineering

**SUBJECT: Memorandum of Understanding with Seattle Department of Construction and Inspections (SDCI) for the Initial Post-Damage Safety Evaluation of Facilities**

**Amount of this request:** \$0

**Total estimated project cost:** \$0

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to approve signing of a Memorandum of Understanding for Initial Post-Damage Safety Evaluation of Facilities between the Port of Seattle and the Seattle Department of Construction and Inspections.

**EXECUTIVE SUMMARY**

The Port of Seattle and the Seattle Department of Construction and Inspections (SDCI) have drafted a Memorandum of Understanding (MOU) that allows for Port staff and Port-hired consultants to perform safety evaluations of Port buildings and structures within the limits of the City of Seattle after a large-scale disaster such as an earthquake. Those Port personnel would then be allowed to post “advisory tags” that communicate the facilities’ safety status (red, yellow, or green) so that the Port may effectively and safely manage post-disaster facility use.

SDCI retains its full legal authority to determine whether or not a building is safe to occupy. Following post-damage safety evaluations by the Port, the Port would communicate results of those evaluations and the advisory tag status to SDCI. As time permits, SDCI would then follow up by conducting its own safety evaluation and posting a formal red, yellow, or green SDCI placard.

This proposed agreement increases the Port’s resiliency by enabling it to react more nimbly after a damage-inducing event with resources that it has available. It allows the Port to support regional response and recovery efforts more readily by quickly and appropriately managing the operational use of Port facilities. This also eases the burden on City of Seattle resources, which supports the city and region’s response and recovery efforts.

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The proposed MOU is substantially similar to what SDCI has formalized with other similar local public owners. It specifies the advisory tag protocol, the formalization of SDCI placards, a post-damage safety evaluation system, and evaluator training requirements.

This is a no-cost MOU, carrying no financial agreements. In a given event, the Port may or may not elect to use its provisions.

### **JUSTIFICATION**

Under RCW 19.27.050 and the Seattle Building Code, SDCI has direct responsibility and authority over the safety and inspection of structures within the city limits of Seattle. However, the Port of Seattle employs staff and consultants who have the skills and training to perform post-damage safety evaluations of the buildings and structures owned by the Port of Seattle. In a large-scale disaster such as an earthquake, SDCI and the Port of Seattle both recognize that Port resources are likely to be able to conduct the necessary safety evaluations sooner than SDCI staff, which will aid both the Port and the broader City in responding to and recovering from the disaster.

SDCI has designed policies and procedures to accommodate other entities who wish to conduct advisory safety evaluations of damaged buildings they own. These policies and procedures allow the entity, with SDCI approval as documented in a MOU, to post buildings and structures with “advisory tags” that effectively communicate their safety status, but do not carry SDCI’s authority. This allows for more prompt planning, usage, repair, and/or reconstruction of facilities after a disaster while still maintaining proper authority.

Formalizing the relationship between SDCI and the Port for post-disaster damage evaluations provides flexibility and resiliency for both agencies and the people they serve.

### ***Diversity in Contracting***

There will be no contracting associated with this MOU.

### **DETAILS**

The scope of the MOU includes the following:

1. Permission from SDCI to the Port to conduct its own initial safety evaluations of Port-owned facilities after a City-declared disaster or an event that gives the Port concern for its facilities.
2. Retention of SDCI authority for building tagging and occupancy decisions.
3. Clarification that Port staff or consultants are not deputies of SDCI.
4. Specification that post-damage safety evaluations be conducted in accordance with “ATC 20 – Post-Earthquake Safety Evaluation of Buildings” (hereinafter referred to as ATC 20) as published by the Applied Technology Council.
5. Specification of the use of “advisory tags” by the Port to communicate facility safety.
6. Notification from the Port to SDCI of facility safety evaluation results.
7. Formalization of facility safety evaluations by SDCI.

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8. Port responsibility for training and verification of Port evaluators in accordance with ATC 20 principles.
9. Port responsibility for its own post-damage evaluation policies, procedures, and scope.

The agreement includes no financial obligations to SDCI, the City of Seattle, consultants, or any other party.

The agreements set forth by the MOU would begin upon signing by both parties. The MOU has no stated end date but would terminate upon the written decision of either or both parties.

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Do not sign the MOU between SDCI and the Port.

Cost Implications: No direct costs.

Pros:

- (1) Retains the traditional relationship between SDCI and facility owners, relying fully upon SDCI for post-damage building safety evaluations.

Cons:

- (1) The Port would have to wait for SDCI availability for building safety evaluations after a major event. This could be days or weeks.
- (2) The Port would not have a valuable tool (color-coded building tagging) at its immediate disposal for communication of building safety conditions for its staff, on-site personnel, and the public.
- (3) If the post-damage evaluations were not completed more quickly by Port staff, the Port would have much less information at its disposal for response and recovery planning efforts. This may have hard-to-quantify cost and revenue implications depending on the scope and severity of the event causing the damage.

This is not the recommended alternative.

**Alternative 2** – Sign the MOU between SDCI and the Port.

Cost Implications: No direct costs.

Pros:

- (1) The Port would be allowed to appropriately manage its facilities after a significant event causing damage without waiting for SDCI on-site evaluations. This includes considerations for full use, partial use, or full closure of a facility, as well as planning for any needed repairs or reconstruction.
- (2) A formal relationship will be established between the Port and SDCI prior to any subsequent disaster, allowing for simplified communications and pre-established relationships.

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Cons:

- (1) To fully leverage this MOU, Port staff and/or consultants would need to maintain ATC-20 training. This knowledge base, however, is useful for Port staff. Training is approximately 4 hours, is typically available at no cost from FEMA or the Applied Technology Council, and is to be refreshed every 5 years.

*This is the recommended alternative.*

**FINANCIAL IMPLICATIONS**

There are no costs directly associated with this MOU.

**ADDITIONAL BACKGROUND**

At the airport, the Port of Seattle Airport Building Department has jurisdiction over airport facilities, thus Port of Seattle resources will directly support full facility evaluations.

**ATTACHMENTS TO THIS REQUEST**

- (1) Draft Memorandum of Understanding for the Initial Post-Damage Safety Evaluation of Facilities.

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None.