

**AMENDED AND RESTATED  
AGREEMENT FOR FIRE PROTECTION  
AND EMERGENCY MEDICAL SERVICES**

This Agreement is entered into between the City of Black Diamond, a Washington municipal corporation, hereafter referred to as the “City,” and Mountain View Fire and Rescue, hereafter referred to as the “District,” which are collectively referred to in this Agreement as the “Parties.”

**RECITALS**

1. This Agreement is entered into by the District under the authority of RCW 52.12.031 and the City under the authority of RCW 35A.11.040 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The District has provided services to the City since October 3, 2002, pursuant to an interlocal agreement that was later amended in 2008 and 2009 (collectively, the “Original Agreement”). On \_\_\_\_\_, the District gave notice to the City that it would terminate services under the Original Agreement, effective December 31, 2022.
3. Following the District’s notice of termination, the Parties have continued to explore whether their relationship should be extended, either pursuant to a new contract or otherwise through annexation. The Parties now desire to renew their contractual relationship, with the District providing certain fire protection and emergency medical services to the City pursuant to the amended and restated terms and conditions as set forth in this Agreement.
4. The Parties intend for this Agreement to take effect as of the Commencement Date defined below, at which time this Agreement shall supersede all prior agreements and amendments between the Parties.

**AGREEMENT**

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

**1. DEFINITIONS.**

1.1. The following terms, when used in this agreement, are defined as follows:

- (a) “District” means Mountain View Fire and Rescue.
- (b) “City” means the City of Black Diamond.
- (c) “Chief” means the duly appointed Fire Chief, or acting Fire Chief, of the District.
- (d) “Material Breach” means either:
  - (i) The District’s failure to provide services at the level specified in Section 3, below; or

- (ii) The City's failure to pay the contract payments specified in Section 4, below;  
or
  - (iii) Any other failure of a party to perform a contractual obligation that prohibits the other party from performing its payment or service obligations.
- (e) Total Cost of Compensation means the cost of wages plus benefits including but not limited to retirement contributions, insurance payments, labor and industry premiums, employer payroll tax contributions, and specialty pay such as longevity.

## 2. TERM, RENEWALS AND TERMINATION.

- 2.1. **Term.** This agreement shall take effect on January 1, 2022 ("Commencement Date") and shall continue until terminated in accordance with Section 2.2, 2.3 or 2.4. For purposes of this Agreement, January 1<sup>st</sup> shall be referred to as the "Anniversary Date."
- 2.2. **Voluntary Termination.** Either party may give notice of termination of this Agreement for any reason or no reason by providing the other party with a written notice of its intent to terminate, which shall be effective as of (i) the next Anniversary Date that is at least 1095 days after the date that the party delivers notice of intent to terminate, or (ii) January 1, 2027, whichever is later. By way of example only, in the event that one of the parties determines during calendar year 2024 that it desires to terminate this Agreement, it must provide the other party with notice of its intent to terminate on or before January 1, 2025 for termination to be effective on January 1, 2028. Provided, however, neither party may issue a notice of intent to terminate, absent material breach, prior to January 1, 2025.
- 2.3. **Termination Pursuant to Annexation.** If the City annexes into the District, the parties shall mutually agree to a termination date.
- 2.4. **Termination for Material Breach.** Either party may terminate this Agreement in the event of a Material Breach of this Agreement by the other party pursuant to the following process:
- (a) The non-breaching party shall provide the breaching party with written notice of breach which sets forth the alleged Material Breach(es).
  - (b) The breaching party shall have ninety (90) days following receipt of the notice from the non-breaching party (the "Cure Period") to cure such alleged Material Breach(es). The non-breaching party may, in its sole discretion, agree to provide a longer Cure Period, or an extension the initial Cure Period if it is satisfied that breaching party is making good faith efforts to cure.
  - (c) In the event that the breaching party fails to cure such Material Breaches during the Cure Period, the non-breaching party may elect to terminate this Agreement upon the expiration of the Cure Period, subject to the Wind Up Period provisions set forth in Section 2.5(d), by providing the breaching party with written notice of termination of this Agreement. The right to terminate this Agreement set forth in

this Section 2.4 shall be in addition to the other rights and remedies available to the Parties under applicable law.

- (d) In the event that a Material Breach has not been timely cured and the non-breaching party provides a written notice of termination pursuant to Section 2.4(c), the Parties shall, unless the parties mutually agree otherwise in writing, continue to perform their respective obligations under this Agreement for a minimum of twelve (12) months after the expiration of the Cure Period (the “Wind Up Period”); provided, however, that the Wind Up Period shall be six months if the Material Breach involves the City’s failure to make the agreed payment or the District’s failure to provide the agreed services. Provided, further, that during the Wind Up Period, the Parties shall reasonably cooperate and coordinate their efforts to transition services. If the District is providing all services as defined in Section 3, the City will be responsible for all payments required herein until the conclusion of the Wind Up Period.

### **3. SERVICES PERFORMED BY THE DISTRICT FOR THE CITY**

- 3.1. Fire Suppression Services.** The District shall furnish fire protection, fire suppression, and all hazard emergency response services necessary for the protection of life and property to all properties and persons presently within or annexed to the City, including all City-owned or City-leased real and personal properties. Such services shall be rendered within the City on the same basis as is rendered to other areas within the District or with which the District has contracts without regard to political boundaries but rather with regard to providing the most efficient and effective service to the entire jurisdiction served by the District.
- 3.2. Emergency Medical Services.** The District shall furnish emergency medical services to all properties and persons presently within or annexed to the City including all City-owned or City-leased real and personal properties. Such services shall be rendered within the City on the same basis (Basic Life Support) as is rendered to other areas within the District or with which the District has contracts without regard to political boundaries but rather with regard to providing the most efficient and effective service to the entire jurisdiction served by the District. In the event a private ambulance unit is needed for patient transport and it is not available, or the anticipated delay in arrival by the private transport would be, in the opinion of District personnel, detrimental to the patient’s health and welfare, the District will transport the patient in a District aid car. Advanced Life Support Services will be provided by King County Medic One.
- 3.3. Fire Suppression and Emergency Medical Service Staffing Levels.** The District shall maintain the following minimum staffing levels to support Fire Suppression and Emergency Medical Services within the City during the term of this Agreement.
- (a) **Minimum Staffing.** It is intended that Station 98 will be staffed 24 hours per day, seven days per week, with a minimum of two (2) on-duty career firefighters located on site. This minimum staffing level will be supplemented with volunteer personnel when available.

**(b) Staffing Review.** The City and District shall periodically review staffing level needs in order to take into account needed levels of service for the City as its population and commercial base increases. If another Fire Station is built in the City of Black Diamond, staffing of that station shall be negotiated between the City and the District, based upon the cost for such services and the City's adopted level of service standard. The City shall give at least 365 days' notice to the District of the anticipated opening of the new Fire Station to give the District sufficient time to hire and train adequate personnel to operate the new Fire Station at the agreed staffing level at the City's expense from the date of hire.

- 3.4. Hazardous Materials Incident Response.** The District shall provide operational level hazardous materials response capabilities at the same level currently provided to its service area, either by District employees, or by contract. The service to be provided by the District does not include cleanup, remediation, or cost recovery from hazardous materials, nor shall the District be responsible for response levels beyond that of "Operations" as identified in NFPA 472. The District shall not bear any responsibility for any costs of Hazmat Response in the City.
- 3.5. Fire Prevention Services.** The District will provide fire prevention and education services to the City and to the property owners, residents, and businesses within the City. It is anticipated that the City and the District will develop an implementation plan that will highlight the priority events for the City, and the District will then prioritize its staffing attention to accommodate that priority scheduling. It is assumed that the District, will, throughout the year, receive from residents, property owners, and/or business people within the City, requests for other prevention and education services and the District will accommodate those requests, as staffing allows, as it would do under similar circumstances for requests elsewhere within the District service area.
- 3.6. Fire Marshal Services.** The District agrees to provide the following Fire Marshal services for properties and projects within the boundaries of the City, utilizing State Codes and local ordinances as adopted by the City: Development plan review and approval; testing of sprinkler and other fire suppression systems and detection systems in new construction; occupancy inspections; wood stove inspections; fireworks permits and other related permits; code interpretation in conjunction with construction; inspection of commercial buildings and witness testing of fire alarm systems for certification in new construction; and ongoing existing building, facilities, and properties inspections. Such services shall also include periodic meetings with and consulting for appropriate City staff and officials. The City shall reimburse or pay the District directly for any plans review services that the District does not have the in-house expertise to review and that would require the District to retain an outside resource.
- (a)** The City shall designate the Fire Marshal for Mountain View Fire and Rescue as the Fire Marshal for the City of Black Diamond.

- (b) Code enforcement shall be the responsibility of the City through the City's code enforcement department and staff. The District shall report code enforcement violations and problems directly to the City.
- (c) The Fire Marshal will work closely with, consult, and meet with City building, planning, and code enforcement officials to ensure a coordinated effort.
- (d) All permits shall be issued by and under the authority of the City. The District shall work closely with the City as required in the issuance of permits related to fire prevention services.
- (e) Fire Marshall services provided herein shall not include fire investigation services. Fire investigation services will be provided in the City through the City contracting with the King County Sheriffs, fire investigation unit. The District will provide, upon request from the City, a copy of any investigation report it creates and will cooperate with the City and its investigators during the course of any and all fire investigations within the City.

**3.7. Dispatch Services.** Dispatch services shall be provided by the District through contract with Valley Communications. The fee for this service is included in the cost of service set forth in Section 4.

**3.8. Administrative Services.** The District shall provide all administrative services necessary to support the above services.

#### **4. PAYMENT FOR SERVICES.**

**4.1. Payment.** For the services provided pursuant to this Agreement, the City shall pay the District an annual Base Charge. For the first year of the Agreement (January 1 through December 31, 2022), the Base Charge shall be Nine Hundred Eighty-two Thousand Dollars (\$982,000). The Base Charge shall automatically increase annually each year thereafter during the term of this Agreement by the greater of (1) five percent (5%); (2) Seattle Tacoma Bellevue CPI-W from June to June; or (3) the percentage increase in the District's actual Total Cost of Compensation for labor as reported to the City by no later than August 1 to be effective the following year. The City shall pay the annual Base Charge in two equal installments, one on or before May 15 and the second on or before November 15 of each year. See **Exhibit A** for sample calculations.

**4.2. City EMS Tax Revenues.** The City currently receives, and anticipates continuing to receive, an allocation of monies from King County resulting from a levy for EMS services ("King County EMS Tax Revenue"). In addition to the annual Base Charge specified in subsection 4.1 above, the City shall assign to the District 100 percent (100%) of the King County EMS Tax Revenues allocated to the City each year during the term of this Agreement.

**4.3. District Charges Under RCW 52.30.020.** The District may exercise its powers under RCW 52.30.020 or other provisions of state or federal law related to fire protection and emergency medical services by contracting directly with state agencies, state

institutions, or municipal corporations owning real property or improvements within the City.

- 4.4. Future City Tax Levies.** Any monies collected by the City as a result of a voted levy by City of Black Diamond residents for emergency services or equipment or other municipal purposes shall be retained by the City for any lawful use, including as a funding source for any payments it is required to make under the terms of this Agreement.
- 4.5. Costs for Expanded Services.** When the proposed new Lawson Hill fire station (“Lawson Hill Station”) is constructed and ready to enter service, the parties shall renegotiate the Base Charge to be commensurate with the agreed increase in staffing needed to operate the Lawson Hill Station (“Expanded Base Charge”). If the parties are unable to successfully agree on an Expanded Base Charge through good faith negotiations, the Dispute Resolution Provisions of this Agreement shall apply. Services provided out of the Lawson Hill Station shall not commence until the Expanded Base Charge has been determined either through negotiation or Dispute Resolution.

## **5. PERSONNEL.**

- 5.1. Employees of the District Are Not Employees of the City.** All District employees who provide the City the services called for in this Agreement shall be employees of the District, and not employees of the City. Except as provided in this Agreement, the employees of the District who are performing the services called for in this Agreement shall not be entitled to any benefit provided to employees of the City. The District shall, at all times, be solely responsible for the conduct of its employees in performing the services called for in this Agreement. The District shall be solely responsible for all compensation, benefits, and insurance for its employees.
- 5.2. Fire Chief.** The Fire Chief of the District is hereby designated and appointed the Fire Chief for the City for all intents and purposes.

## **6. CITY FIRE STATIONS.**

- 6.1. Fire Station Use.** Station 98, Station 99, and the new Lawson Hill Station (when constructed) shall be under the direction and control of the District, subject to the City’s right, with reasonable notice, to enter the premises to inspect the facilities and equipment, and to otherwise assure compliance with the terms of this Agreement and applicable laws and regulations, or to perform maintenance or repair work. The City shall retain ownership of Station 98, Station 99, the Lawson Hill Station, and the real property upon which they are situated. The District shall, if requested by the City, continue to allow the Historical Society to store its antique fire engine and archival records at Station 99. The parties acknowledge that the new Lawson Hill Station will be designated as Station 99 when it is opened for service, and that the current Station 99 will be decommissioned. To avoid confusion, however, this Agreement uses the term Station 99 to refer to the historic fire station, and the term Lawson Hill Station to refer to the new fire station expected to be completed during the term of this Agreement.

## 6.2. Maintenance and Improvement of Fire Stations.

- (a) **Routine Maintenance.** Routine maintenance includes all regular maintenance that does not meet the threshold of Major Repairs and Maintenance set forth in Section 6.2.b. The District shall be solely responsible for the routine maintenance associated with Station 98, Station 99, and the new Lawson Hill Station (when constructed).
- (b) **Major Repairs and Maintenance** Major Repairs and Maintenance are repairs or maintenance items with a per occurrence cost in excess of \$1,000.00 excluding WSST (for example, if a water pipe breaks and damages the flooring, the \$1,000.00 cost limit applies to all repair and maintenance costs associated with repairing the pipe, the floor, and any associated damage). The City shall remain responsible for all Major Repairs and Maintenance of Station 98, Station 99, and the Lawson Hill Station. Provided, however, if a Major Repair or Maintenance is a result of the negligence of the District or its personnel, the District shall be responsible for the entire cost of the Major Repair or Maintenance.
- (c) **Utilities.** The District shall be responsible for payment of all utilities serving Station 98, Station 99, and the Lawson Hill Station.
- (d) **Replacement of Fire Station 99.** The parties acknowledge that the City may at some time choose to substantially remodel or replace Station 99. The cost of doing so shall solely be the responsibility of the City. The District will work cooperatively with the City, without additional charge, to provide input to the City and its chosen design team, on the design and equipping of a new or substantially remodeled station, such as the Lawson Hill Station.

## 7. EQUIPMENT AND APPARATUS.

- 7.1. **City Equipment and Apparatus.** The City shall provide, for use by the District, two front line engines (one in service on Effective Date, one in Service when Lawson Hill Station becomes operational), one reserve engine, one aid car, one brush truck and two support vehicles. This equipment shall be replaced at the City's expense when the parties agree that the equipment has reached the end of its useful life and/or as provided for in NFPA 1901 and/or other local, state, and federal standards. The City shall be responsible for all standard equipment required for the City-owned Fire Apparatus as outlined in the most current addition of NFPA 1901, WAC 296-305, and other local, State or Federal law, including but not limited to those items identified in **Exhibit B** of this agreement. The District shall not be required to use fire apparatus, vehicles, or equipment that is deemed unsafe or does not meet the requirements as outlined by the NFPA and/or other safety standards, recommendations, or laws.
- 7.2. **City Acquisition of New Equipment and Apparatus.** If the City is required to replace the Apparatus or Equipment identified in Section 7.1 or **Exhibit B**, or if the City's growth results in the need for additional rolling stock, such as an engine or special apparatus or equipment to serve multiple story buildings or other buildings and

facilities and operations in the City, then the City shall be financially responsible for the acquisition of such equipment. Although the City shall be the ultimate decision-maker with regard to such purchases, prior to making the decision to purchase the apparatus, vehicle, or equipment, the City shall obtain the District's timely input with regard thereto. The District shall develop all specifications related to fire apparatus, vehicles, equipment, and tools.

- 7.3. Location of City Apparatus and Equipment.** City Engine 99 will remain at Station 99 if the District uses City Engine 99. All other equipment and apparatus may be stationed as directed by the Fire Chief to provide the best coverage and response times across the jurisdiction served by the District. Upon the completion and activation of the new Lawson Hill Station, the City will provide an additional fire engine and such other apparatus and equipment as is necessary for acceptable operation of the new station.
- 7.4. Replacement of City Equipment.** Any City equipment to be used by the District will be marked as City Equipment but can be used by the District as it deems necessary and appropriate to effectively and efficiently provide service. The City equipment used by the District shall remain the property of the City.
- 7.5. District Equipment and Apparatus.** The District shall provide all other rolling stock and equipment necessary to provide acceptable levels of fire suppression services and emergency aid services.
- 7.6. Maintenance of City Equipment and Apparatus.**

  - (a) Routine Maintenance and Repair.** The District shall be responsible for the routine maintenance and repair of the City Apparatus and Equipment.
  - (b) Major Repairs and Maintenance** Major Repairs and Maintenance of City Apparatus and Equipment are repairs or maintenance items with a per occurrence cost in excess of \$1,000.00 excluding WSST. The City shall remain responsible for all Major Repairs and Maintenance of City Apparatus and Equipment. Provided, however, if a Major Repair or Maintenance is a result of the negligence of the District or its personnel, the District shall be responsible for the entire cost of the Major Repair or Maintenance.
  - (c) Service and Maintenance Records.** The City shall provide the District with all applicable service and maintenance records, shop manuals, and other documents related to the City Apparatus and equipment.
- 7.7. Impact Fees.** The City imposes and collects Fire Impact Fees under chapter 3.50 of the Black Diamond Municipal Code. The City shall consult with the District regarding the most effective use of collected impact fees.
- 7.8. SEPA Mitigation.** The City, under certain circumstances, has the ability to require actions of mitigation which may have an impact upon fire protection for development or other activities within the City. Prior to the issuance of a SEPA threshold determination for development or other activity within the City which may materially

increase the cost of providing the administrative and operational services specified herein, and for which the City may require mitigation, the City and the District shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation.

## **8. ANNEXATION.**

### **8.1. Annexation Planning.**

- (a) On or before July 1, 2027, unless a party has previously given a written notice of termination, the Black Diamond City Council and the District shall hold multiple public meetings regarding the potential annexation of the City into the District; and
- (b) If the City Council and the District are supportive of further exploring annexation, the City administration and the District shall jointly undertake to develop a pre-annexation agreement addressing the terms associated with the City's potential annexation into the District under the procedures and pursuant to the authority set forth in Chapter 52.04 RCW; and
- (c) If the City Council and the District each approve the pre-annexation agreement, then the parties shall work toward placing the annexation of the City into the District before the voters no later than the November 2028 election, or such other time as the parties then agree.

## **9. OVERSIGHT AND ADMINISTRATION.**

- 9.1. The Commissioners and the City Council shall meet as frequently as necessary, but no less than once per year, to discuss issues relating to this agreement.
- 9.2. The Fire Chief shall attend City Council meetings on an as-needed/requested basis in order to apprise the City of District activity and to consult with the City Council relative to the level of response times, service, and programs being provided by the District.

## **10. MAPPING FOR STREETS AND HYDRANTS.**

- 10.1. The parties shall cooperatively work to create an accurate set of maps for streets and hydrants so that it can be integrated into the District's mapping system.
- 10.2. The City will notify the District whenever new streets are added to the City transportation network, and when new hydrants are added to the system, or there is a change in status for an existing hydrant.

## **11. INDEMNIFICATION AND HOLD HARMLESS.**

- 11.1. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, consultants, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments (including reasonable attorneys' fees) arising out of the party's negligent or willfully tortious actions or inactions or the

negligent or willfully tortious actions or inactions of its employees, officials, agents, consultants, or volunteers. 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. 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.

## **12. INSURANCE.**

- 12.1.** The District shall be responsible for insuring all buildings, apparatus, and equipment that are included within the scope of this Agreement, and shall have the City named as an additional insured with regards thereto. The insurance amounts and types shall be the amounts and types used by the District for all other property and equipment owned and operated by the District.
- 12.2.** The District shall provide the City with copies of all insurance policies and renewals thereof, showing the policy limits, types, and terms, as well as proof that the City is an additional insured with regards thereto.

## **13. INDEPENDENT MUNICIPAL GOVERNMENTS.**

- 13.1. Independent Governments.** The parties recognize and agree that the District and the City are independent governments. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of each party. This Agreement shall not be construed as creating an association, joint venture, or partnership between the parties, nor to impose any partnership obligations or liabilities on either party.
- 13.2. No Agency.** Except as specifically provided in this Agreement, neither party has any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other party.
- 13.3. Debts and Obligations.** Neither the City nor the District, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.
- 13.4. Assignment of Resources.** The District has the sole discretion and the obligation to allocate and assign the resources available to it without regard to political boundaries and to determine the exact method by which the services described in this Agreement are provided within the District and within the City.

## **14. DISPUTE RESOLUTION.**

- 14.1.** Prior to any other action, the City Mayor and the District Fire Chief shall meet and attempt to negotiate a resolution to any and all disputes.

- 14.2. If the parties are unable to resolve the dispute through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties. The mediation shall occur within 30 days or such longer period as the parties agree is reasonable. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorneys' fees.
- 14.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, either party may submit the matter to binding 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 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.
- 14.4. 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, or 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. **Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 15.2. **Service Limitation.** The Services provided under this Agreement represent an extension and expansion of services the District owes to the public in general. Neither party intends to create a special relationship or duty to the other party or to the public served by either party.
- 15.3. **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.
- 15.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 15.5. **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.

- 15.6. 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.
- 15.7. 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.
- 15.8. 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.
- 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.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 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.
- 15.12. Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- 15.13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

AGREED TO AND ACKNOWLEDGED BY:

Mountain View Fire and Rescue

City of Black Diamond

By: James E Farrell  
Print Name: James E Farrell  
Its Board Chair

By: Carol Benson  
Print Name: Carol Benson  
Its Mayor

DATE: 9-27-2021

DATE: 9/17/21

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

Mountain View Fire and Rescue  
2316 148<sup>th</sup> Avenue S.E.  
Auburn, WA 98092

City of Black Diamond  
Attn: Mayor  
P.O. Box 599  
Black Diamond, WA 98010

With a Copy To:  
Brian Snure  
Snure Law Office, PSC  
612 S. 227<sup>th</sup> St.  
Des Moines, WA 981981

With a Copy To:  
David A. Linehan  
Madrona Law Group, PLLC  
14205 SE 36<sup>th</sup> St, Suite 100, PMB 440  
Bellevue, WA 98006

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brian Snure  
Brian Snure,  
Attorney for District

David A. Linehan  
David Linehan  
City Attorney

**EXHIBIT A****Cost of Services****Charges for Fire Suppression, Emergency Medical, Fire Prevention, and Hazardous Materials Response Services**

The following is a representative calculation of the Base Charge and King County EMS Tax Revenue payable to the District under this Agreement, beginning in 2022. The totals provided are necessarily approximate, given uncertainty regarding the amounts of future King County EMS Tax Revenue allocated to the City.

**City of Black Diamond - Estimated Fire Service Contract**

	2022	2023	2024	2025	2026	2027	2028
Base Amount	\$982,000	\$982,000	\$1,031,100	\$1,082,655	\$1,136,788	\$1,193,627	\$1,253,308
5% Inflation adj		\$49,100	\$51,555	\$54,133	\$56,839	\$59,681	\$62,665
Adj Annual Base	\$982,000	\$1,031,100	\$1,082,655	\$1,136,788	\$1,193,627	\$1,253,308	\$1,315,974
Est. EMS Tax	\$70,000	\$70,000	\$75,000	\$80,000	\$85,000	\$90,000	\$95,000
Est Total FD Revenue	\$1,052,000	\$1,101,100	\$1,157,655	\$1,216,788	\$1,278,627	\$1,343,308	\$1,410,974
YoY Increase		\$49,100	\$56,555	\$59,133	\$61,839	\$64,681	\$67,665
% Increase		4.67%	5.14%	5.11%	5.08%	5.06%	5.04%

Assumes Station 98 and old Station 99 only

Note: Total FD Revenue in 2022 is approximately \$437,000 higher than is due under the Original Agreement

**Fire Marshal Services.**

The City shall pay the District actual costs for the services described under Section 3.6. Any other associated costs for services other than those services described in Section 3.6, such as technical assistance requested by an owner or owner's agent, shall be paid by the owner or agent or as agreed by the City, without additional charge to the City or District as referenced in the International Fire Code.

**EXHIBIT B  
City Apparatus and Equipment**

**Black Diamond Fire Apparatus (3)**

All equipment required to be carried on Fire Pumper Apparatus, in *NFPA 1901: Standard for Automotive Fire Apparatus*. All equipment to be carried on Fire Apparatus, in *Chapter 296-305 WAC, SAFETY STANDARDS FOR FIREFIGHTERS*.

Tools and equipment as provided for in standard Mountain View career staffed primary fire pumper apparatus equipment inventory check list. This list may change due to standards and or introduction of new equipment and technologies

**Wild land Fire Apparatus, brush truck (1)**

All equipment required to be carried on Wildland Fire Apparatus, in *NFPA 1906: Standard for Wildland Fire Apparatus*. All equipment to be carried on Wildland Vehicles, in *Chapter 296-305 WAC SAFETY STANDARDS FOR FIREFIGHTERS*.

Tools and equipment as provided for in standard Mountain View Wildland Fire Apparatus equipment inventory check list. This list may change due to standards and or introduction of new equipment and technologies.

**Black Diamond Aid Vehicle (1)**

All equipment required to be carried on Aid Vehicles, in *NFPA 1917: Standard for Automotive Ambulances*. All equipment to be carried on Aid Vehicles, in *Chapter 246-976 WAC EMERGENCY MEDICAL SERVICES AND TRAUMA CARE SYSTEMS*. All equipment as required to be carried in Aid Vehicles, by King County Medical Director (Medic One).

Tools and equipment as provided for in standard Mountain View Aid Vehicles equipment inventory check list. This list may change due to standards and or introduction of new equipment and technologies.

**Examples: to include but not limited to**

Portable and Mobile Radios<sup>1</sup> and Fire Apparatus Cell Phone  
Mobile Computer Devices (lap-top/tablet)  
Self-Contained Breathing Apparatus / Breathing Apparatus SCBA high pressure filling system(s)  
All fire hoses, nozzles, fittings and appliances  
Fire Extinguishers  
Thermal Imaging Cameras  
Vehicle Extrication and Rescue Tools  
Firefighting foam producing systems and appliances  
Ladders, Positive Pressure Fans and Portable Light systems  
External Portable Defibrillators  
Portable Multi-Gas Detectors  
Hand Tools, Pry bars, Axes and forcible entry equipment

*The District will work with the City to ensure Capital Items are included and updated in the City's Capital Improvement Plan.*

<sup>1</sup> All current 800 MHz radios will be replaced under the PSERN program agreement