

## **COLLABORATIVE SERVICES AGREEMENT**

This Agreement is entered into between Renton Regional Fire Authority a municipal corporation, hereafter referred to as "RRFA", and King County Fire Protection District No. 44, aka Mountain View Fire & Rescue a municipal corporation, hereafter referred to as "MVFR."

### **RECITALS**

1. This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Each District currently maintains and operates its own fire-based operations to provide fire protection, fire suppression and emergency medical services in their respective areas.
3. It is recognized that MVFR and RRFA have personnel that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the personnel to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level of service and care provided to the citizens of both parties;
4. Both parties desire to provide fire and emergency medical services at the highest possible efficiency level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources;
5. The parties desire to cooperate and to coordinate programs, projects, and services while providing, maintaining or enhancing the service levels established by the governing body of each party;
6. The parties have concluded that collaboration would provide the highest level of service with the least duplication and cost and allow for the completion of functions not possible within current funding;

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the parties as follows:

#### **1. Scope of Agreement**

- 1.1. The scope of this Agreement includes fire and emergency medical services and intentionally allows for collaboration in the delivery of such services, through collaborative projects, programs, using combined resources and personnel. (collectively referred to as "Collaborative Activities")
- 1.2. Each entity shall retain full authority for and jurisdiction over such issues as boundaries, elections, and budgets and other matters not specifically addressed in this Agreement.
- 1.3. The Fire Chiefs of RRFA and MVFR shall determine, identify and implement Collaborative Activities under this Agreement by identifying the scope of the Collaborative Activity and the budgetary needs of the Collaborative Activity in the form of Collaborative Activities Exhibits to this Agreement. Collaborative Activities Exhibits shall become a binding part of this Agreement upon approval by the RRFA and MVFR Fire Chiefs. Each Collaborative Activities

Exhibit shall be independently subject to the termination provisions in Section 2 unless a different termination period is specified in the Collaborative Activities Exhibit.

1.4. The initial Collaborative Activities Exhibits to this Agreement are:

1.4.1. Exhibit A – Black Diamond Fire Marshal Services

1.5. Both Districts shall maintain a duplicate original of this Agreement with all current and future Collaborative Activities Exhibits attached.

2. **Term.** This Agreement and Collaborative Activities Exhibits shall be effective on execution by both parties and shall continue until either party shall give to the other 30 days written notice of termination of the Agreement or an individual Collaborative Activities Exhibits.

3. **Employment Status.**

3.1. **RRFA Personnel.** RRFA personnel who provide services under this Agreement shall remain personnel of RRFA and shall not be considered personnel of MVFR. RRFA shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. RRFA personnel shall not be entitled to any benefit provided to personnel of MVFR.

3.2. **MVFR Personnel.** MVFR personnel who provide services under this Agreement shall remain personnel of MVFR and shall not be considered personnel of RRFA. MVFR shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. MVFR personnel shall not be entitled to any benefit provided to personnel of RRFA.

4. **Finances.** Each party shall remain responsible for the financial operation of its own Fire Department, the preparation of its budget and the levying of its tax levy and benefit charge. The parties recognize that each party will be contributing a similar amount of resources to the identified Collaborative Activities and neither party will seek additional compensation from the other unless such additional compensation is specifically identified in a Collaborative Activities Exhibit.

5. **Indemnification and Hold Harmless.** Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. 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.

6. **Insurance.** Each of the parties shall provide insurance coverage for all operations, facilities, equipment and personnel of its agency. Each party shall furnish to the other party appropriate documentation showing that such coverage is in effect.

## **7. Dispute Resolution.**

- 7.1.** Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.
- 7.2.** If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 7.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 7.4.** Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empaneling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.
- 7.5.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

## **8. Miscellaneous:**

- 8.1. Administration.** This Agreement shall be administered by the Fire Chief or Designee.
- 8.2. Property Ownership.** This Agreement does not provide for jointly owned property unless specific provision is made for joint ownership in a Collaborative Activities Exhibit. All property presently owned or hereafter acquired by a party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.
- 8.3. Notices.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing

if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

- 8.4. Severability.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.
- 8.5. Modification.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
- 8.6. 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.
- 8.7. Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 8.8. Filing/Web Site. Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on either of the party’s websites in accordance with RCW 39.34.040.

RENTON REGIONAL FIRE AUTHORITY

Steven C Heitman  
Steven C Heitman (Feb 28, 2023 10:24 PST)

Steven C. Heitman, Fire Chief

02/28/2023

Date

MOUNTAIN VIEW FIRE & RESCUE



Dawn Judkins, Fire Chief

02/28/2023

Date

## EXHIBIT A

### BLACK DIAMOND FIRE MARSHAL SERVICES AGREEMENT

1. **Services.** RRFA agrees to provide MVFR with the following services at a level necessary for MVFR to meet its contractual obligation to the City of Black Diamond “Fire Marshal Services.”
  - 1.1. **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.
    - 1.1.1. The City shall designate the Fire Marshal for Mountain View Fire and Rescue as the Fire Marshal for the City of Black Diamond.
    - 1.1.2. 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.
    - 1.1.3. The Fire Marshal will work closely with, consult, and meet with City building, planning, and code enforcement officials to ensure a coordinated effort.
    - 1.1.4. 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.
    - 1.1.5. Fire Marshal 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.
2. **Compensation.**
  - 2.1. MVFR shall pay to RRFA the sum of \$45,693 for the Fire Marshal Services from March 1, 2023 through December 31, 2023. RRFA shall invoice MVFR on a regular basis (at least quarterly) and MVFR shall pay such invoices within 30 days of receipt. Such invoices shall include an identification of the services provided and the time spent by RRFA personnel.
  - 2.2. Prior to the end of the first year, RRFA will provide MVFR with a workload analysis to determine if initial cost estimates are accurate in comparison to actual workload and costs. Once this is completed, the RRFA will provide an updated contract extension proposal with the option

to renew based on actual costs and anticipated workload growth or decrease in subsequent years.

**3. RRFA Obligations:**

- 3.1. Staffing. The Fire Marshal Services will be provided by existing Deputy Fire Marshals, for the 1st year of the contract.
- 3.2. All staff providing services will be ICC Fire Inspector II certified and Fire Plans Reviewer certified.
- 3.3. Commercial and multi-family properties would be provided comprehensive inspections by Deputy Fire Marshal staff estimated at approximately 64 a year, plus any required reinspection's.
- 3.4. Outcomes from a comprehensive inspection program will include a reduction in preventable fires in commercial and multi-family properties, and general increase in public safety within the community.
- 3.5. RRFA will provide billing information monthly directly to Black Diamond for city billing purposes.

**4. MVFR Obligations:**

- 4.1. MVFR shall designate the RRFA Fire Marshal as the MVFR Fire Marshal.
- 4.2. MVFR shall purchase and maintain the ESO properties, inspections and permitting modules for use of RRFA while providing Fire Marshal Services during the term of this Agreement.
- 4.3. MVFR shall contract with Brycer/The Compliance Engine, to allow contractors to submit their systems test reports electronically (fire alarm, fire sprinkler, hood suppression, etc.).
- 4.4. MVFR shall provide access to the current software being used or an outlined process from Black Diamond on the software they would like RRFA to use and their processes. Services would include fire plans review for new construction and renovations, pre-application meetings as needed, site visits and final acceptance testing.