

RESOLUTION NO. 20-1364

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH FCS GROUP, TO CONDUCT A FISCAL ANALYSIS OF OPTIONS FOR DELIVERING FIRE PROTECTION SERVICES TO THE CITY AND ITS RESIDENTS

WHEREAS, currently the City of Black Diamond contracts with Mountain View Fire and Rescue to provide fire protection services to our citizens; and

WHEREAS, Mountain View Fire and Rescue has provided the City with a Notice of Termination and Intent to Renegotiate letter received on November 13, 2019; and

WHEREAS, in order for the City Council to do their due diligence in evaluating available alternatives for obtaining fire protection services, an experienced consultant needs to be retained to assist with analyzing the potential fiscal impacts to the City and its residents; and

WHEREAS, the Council previously authorized the City administration to undertake an RFP process to select a qualified fiscal consultant to analyze and evaluate fire service options; and

WHEREAS, the City issued an RFP announcement on or about March 18, 2020, requesting qualified consultants to submit proposals meeting the criteria and specifications described in the RFP;

WHEREAS, the City received three timely responses to its RFP from qualified consultants; and

WHEREAS, the selection committee has conducted a thorough evaluation of the various proposals submitted by the RFP respondents and has selected FCS Group, Inc., as the respondent that will best meet the needs of City according to the criteria and specifications described in the RFP; and

WHEREAS, FCS Group is willing and able to provide the requested services on the terms and conditions set forth in the contract attached hereto as Attachment A;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

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Section 1. The Mayor is hereby authorized to execute a professional services contract between the City and FCS Group, Inc., to conduct a fiscal analysis of options for delivering fire protection services to the City and its residents, as more fully described in the City's March 2020 RFP announcement. The contract shall be for an amount not exceed \$54,380 and shall be substantially in the form attached hereto as Attachment A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JULY, 2020.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
FINANCIAL CONSULTING SOLUTIONS GROUP, INC. FOR
FISCAL ANALYSIS OF FIRE SERVICES**

THIS AGREEMENT is made effective as of July 16, 2020, by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and Financial Consulting Solutions Group, Inc. (hereinafter the "Consultant"), a corporation organized under the laws of the State of Washington, located and doing business at 7525 166th Ave NE D-215, Redmond, WA 98052

RECITALS

WHEREAS, the Mountain View Fire District has provided formal notification to terminate its existing fire services contract with the City of Black Diamond effective December 31, 2022; and

WHEREAS, the City desires to obtain a detailed Fire Services Study, as described in its Request for Proposals ("RFP") dated March 19, 2020, to evaluate its options for continued fire services; and

WHEREAS, the City selected the Consultant through a competitive process to provide fire fiscal analysis services; and

WHEREAS, the Consultant has agreed to provide such services on the terms and conditions provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The scope of Consultant's work under this Agreement is set forth in Exhibit A, attached hereto. Consultant shall assign professional fiscal analysis staff to prepare a fiscal analysis report of options for continued fire services, consistent with the milestones and timeline described in Exhibit A. As described more particularly in Exhibit A, the consulting services shall include, but not be limited to, comparing and contrasting the fiscal and policy implications of 1) Contracting with the Mountain View Fire District; 2) Annexing into the MVFD; 3) Annexing into a Regional Fire Authority; and 4) Creating a city-owned and operated Fire Department. The fiscal analysis shall be limited to identifying the operational costs and policy implications of providing comprehensive community fire services consistent with the City's levels of service (standard of cover) as presented in the City's adopted comprehensive plan dated May 2, 2019 (Ord. 19-1121), excerpts of which are incorporated in this agreement as Attachment C.

The Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant(s) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. The Consultant shall not subcontract with any subconsultant for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. The City shall pay the Consultant actual time and materials, based upon an hourly rate from the current fee schedule in Exhibit B. The payment made by the City to the Consultant shall not exceed \$54,380 (Fifty-Four Thousand Three Hundred and Eighty Dollars) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to suspend or terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City for each Task Order after such services have been performed, and a final bill upon completion of all the services described in the Task Order. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Consultant will not undertake any work or otherwise financially obligate the City in excess of the not-to-exceed amount in Section II(A) above, without a duly authorized amendment to this Agreement. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, attached hereto.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only

in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

This Agreement is effective as of June 8, 2020, and shall remain effective through March 31, 2021, unless terminated by written notice in accordance with Section V, below. The Consultant shall not begin any work under this Agreement until the City has issued a Notice to Proceed.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section I. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages,

losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs, reports, and other work products developed under this Agreement shall belong to and become the joint property of the City and the Consultant. The City and Consultant each shall have the nonexclusive right to do or authorize any of the acts enumerated in 17 U.S.C. § 106, including without limitation reproduction, distribution, performance, or display of the work. The parties agree that there shall be no liability or accounting for profits or revenues made on account of the exercise of any of the aforementioned rights. Each party will retain exclusive interest in and ownership of its intellectual property that was developed before this Agreement takes effect or that was developed outside the scope of this Agreement. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the applicable deadlines established by the City for completion, the work must meet the approval of the City, and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered hereby or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of

Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Black Diamond, who shall determine the term or provision's true intent or meaning. The Mayor of the City of Black Diamond shall also decide all questions that may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement that cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, then any resulting litigation must be filed in King County Superior Court, King County, Washington, which shall be the exclusive venue for disputes relating to the interpretation, performance, or enforcement of this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington, exclusive of its choice-of-law rules. The non-prevailing party in any action brought to enforce this Agreement shall pay the other party's expenses and reasonable attorney's fees.

XVI. Written Notice

Unless otherwise specified, any written notice required by this Agreement shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: John Ghilarducci
Financial Consulting Solutions Group, Inc.
7525 166th Ave NE D-215, Redmond, WA
98052

CITY:

Attn: Andy Williamson
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City is void. If the City gives its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment may be made without the City's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement is binding unless in writing and signed by the duly authorized representatives of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained herein, then this Agreement controls.

AGREED TO AND EXECUTED BY:

CONSULTANT

By: _____
John Ghilarducci, Principal and
President

Consultant:
**Financial Consulting Solutions
Group, Inc.**
7525 166th Ave NE D-215,
Redmond, WA 98052

CITY OF BLACK DIAMOND

By: Carol Benson
Carol Benson, Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

Brenda L. Martiny
City Clerk

EXHIBIT A

Scope of Work and Schedule

This scope of work is for the Consultant to provide fire financial analysis professional services to the City, as described generally in the City's RFP for a Fire Services Study.

The financial analysis professional services will include comparing and contrasting the fiscal implications to the City and to its citizens of four options for continued fire services: 1) Continuing to contract with the Mountain View Fire District; 2) Annexing into the MVFD; 3) Annexing into a Regional Fire Authority; or 4) Creating a city-owned and operated Fire Department.

The following presents a proposed task plan.

Task 1 - Review and Confirm the Overall Work Plan

We will review our proposed work plan with the City. Steps will include the following:

- Review the tasks to be performed, methods used, resources to be utilized, and any potential problems and a general timeline to complete each element of the workplan.
- Conduct the work plan review on site or by video conference as conditions and safety concerns dictate. This meeting will also serve as the initial kick off meeting to discuss the study's logistics as well as expectations and outcomes.

Task 2 - Review Background Information

We will review available information from the City to help us develop a deeper understanding of the City's current operational and capital costs, revenues, levels of service, and identify key stakeholders. These include the city's comprehensive plan, previous fire services study, budget, and other documents provided by the City.

Task 3 - Conduct Stakeholder Meetings

We will work with the City's project team to identify meetings with key stakeholders. These may include, but not be limited to, the City's Finance Director, Planning Director, Mayor, Council, and MVFD Fire Chief. We will commence a comprehensive review of fire and EMS entities by touring the City to become more familiar with areas of growth, risks and geography.

Task 4 – Prepare baseline data

A key pre-requisite to our analysis will be to prepare a baseline understanding of the current fiscal impact of providing fire services. The analysis will include a high level cost-of-services study for the MVFD. Key anticipated subtasks include:

- Review and analyze fire and EMS costs and workload data
- Develop a cost of service framework
- Determine the cost of service between availability and demand cost categories
- Evaluate potential customer classes and allocation methods
- Calculate availability and demand rates for each customer class
- Review and analyze MVFD's requested future increases to annual charges for providing services to the City under a renewed fire services contract.

Task 5 – Prepare analysis of alternatives

We will identify and analyze the 10-year operating costs and impact to City property taxes and other City revenues for four alternatives as follows:

- Enter into new contract to continue service with MVFD
- Annex into the MVFD
- Annex into a Regional Fire Authority
- Create a city-owned and operated fire department

It is understood, per the RFP, that the fire fiscal analysis will entail estimates of operating and capital costs of contracting with MVFD (which currently uses primarily volunteer firefighters (NFPA 1720), with anticipated increases of some full-time career firefighters as population increases) versus contracting with another Fire District or Regional Fire Authority for similar service and staffing levels as appropriate to meet level of service standards. Likewise, when analyzing the option to create a city-owned fire department, the analysis will entail an anticipated increase of some full-time career firefighters as the City's population increases. Consultant may assume that the population is 5,000 residents at the beginning of the study and will increase by approximately 500 per year over the next 10 years. In all respects and whenever possible to do so, the Fire Services Study should incorporate realistic assumptions and scenarios concerning the use of volunteer and/or career firefighter personnel under the four different service alternatives.

In addition, for each alternative, we will identify an implementation plan to include considerations such as:

- Timeline for negotiating a new contract with MVFD
- Timeline for annexing into either the MVFD or an RFA, including public noticing and election requirements
- Timeline for creating the City's own fire department including establishing financial and operating policies and procedures, hiring, equipment procurement, locating property for a fire station, and capital construction of a fire station

Task 6 – Conduct a survey of comparable jurisdictions

We will prepare a fire services survey of comparable jurisdictions. Based on direction from the City's project team, the comparable jurisdictions will include the following cities: Fircrest, Medical Lake, Milton, Orting, Prosser, Selah and Stanwood. We will work with the City's project team to determine the data points to be collected (such as history and how fire services are provided, number of career vs volunteer staff, fire operating expenses per capita, fire equipment reserves per capita, and sources of funding, including property taxes, levy mil rate, assessed valuation), residential population growth rate, and future planned fire capital facilities.

Task 7 - Prepare Executive Summary

With completion of the analysis and implementation plan for each of the four options as identified under Task 5, we will prepare an executive level summary to facilitate City decision making. This summary will compare and contrast the estimated 10-year (2021-2031) operating costs, revenue impacts, stakeholder concerns, and implementation considerations of each option.

Task 8 - Draft and Final Report

We will prepare a draft feasibility report for review and comment by the City's project manager and any key stakeholders. The report will describe the assumptions, methodologies used, analyses, observations, and recommendations. We will review the draft report with the City, and based on the comments we will make revisions, as appropriate, and prepare a final report. We

will provide an electronic copy of the final report. The final report is anticipated to be completed by December 31, 2020, but must be completed and delivered to the City by no later than February 28, 2021, unless the parties agree in writing that additional time is reasonable and appropriate. If the City requests additional deliverables or an expanded scope of work, the parties will mutually determine an appropriate schedule for completing the additional work and/or deliverables.

Task 9 - Council Presentations

As specified in the City's proposed scope, we will prepare and facilitate two presentations to the City Council during public hearing or work session.

If additional City Council meetings are needed, these can be added based upon actual time and materials.

Task 10 - Administration

This final task includes project accounting and administration, invoicing, and bi-weekly meetings (once every two weeks) with the City's project team to discuss project status, discuss and resolve any potential issues that may affect the project schedule, discuss upcoming meetings or deliverables, and receive any appropriate direction from the City.

2020								
Task Detail	Mtgs	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1 Review/Confirm Work Plan	1	●	●					
Task 2 Review Background Info		■	■					
Task 3 Stakeholder Interviews			●	●				
Task 4 Prepare Baseline Data			■	■				
Task 5 Prepare Analysis of Alternatives				■	■	■		
Task 6 Conduct Survey			■	■				
Task 7 Prepare Executive Summary						■	■	
Task 8 Draft and Final Reports							■	■
Task 9 Council Presentations	2						■	■

EXHIBIT B
Study Budget

Task Detail	Mtgs	J. Ghilarducci PIC	P.Moy TA	M.Chaw Sr. PM	L.Slaugherbeck & C.Bozette Sr. Analyst	Admin	Total Budget	Expense Budget	Budget incl Expenses Estimate
Task 1 Review/Confirm Work Plan	1	2	0	2	2	0	6	\$0	\$1,220
Task 2 Review Background Info		0	2	6	6	0	14	\$0	\$2,450
Task 3 Stakeholder Interviews	3	1	2	8	8	0	19	\$600	\$4,000
Task 4 Prepare Baseline Data		2	2	8	40	0	52	\$0	\$8,310
Task 5 Prepare Analysis of Alternatives		4	14	40	56	0	114	\$0	\$19,870
Task 6 Conduct Survey		0	2	12	8	0	22	\$0	\$3,910
Task 7 Prepare Executive Summary		1	2	8	8	0	19	\$0	\$3,400
Task 8 Draft and Final Reports		1	2	12	24	0	39	\$200	\$6,700
Task 9 Council Presentations	2	1	2	8	8	0	19	\$200	\$3,600
Task 10 Administration		0	0	8	0	4	12	\$0	\$1,920
Labor Total		\$3,240	\$5,740	\$21,840	\$23,200	\$360			\$54,380
Budget Estimate									\$54,380
Cost Summary									
Total Hours		12	28	112	160	4	316		
Billing Rate		\$270	\$205	\$195	\$145	\$90			

EXHIBIT C

Fire Level of Service City of Black Diamond 2015-2035 Comprehensive Plan (excerpts)

1. Chapter 8.7 – Fire and Emergency Medical Services (Ord. 19-1121, adopted May 2, 2019) (attached)
2. Appendix 6 - Fire Protection Facilities (Ord. 19-1121, adopted May 2, 2019) (attached)

- **Policy P-6:** Apply CPTED (Crime Prevention Through Environmental Design) principles during the development review process to promote public safety.
- **Policy P-7:** Continue to participate in COPS principles to support community partnerships and develop localized problem-solving techniques.

8.7 Fire and Emergency Medical Services

The City of Black Diamond contracts with the Mountain View Fire and Rescue, King County Fire Protection District 44 (KCFD 44) to provide rescue, fire protection, fire suppression, fire prevention, fire marshal services, emergency medical services, Basic Life Support (BLS), hazardous materials response, dispatch services, administrative services and public education activities to citizens. Mountain View Fire and Rescue (KCFD 44) is a combination department consisting of both career and volunteer personnel. Fire investigative services are contracted through the King County Sheriff's Department.

The District operates out of eight fire stations, two of which are owned by the City of Black Diamond, Fire Station 98 and Station 99. Fire station 99 is in the center of the city at 25323 Baker Street and is not currently active. Fire Station 98 is near Lake Sawyer at SE 296th Street. A 2015 Fire and Emergency Medical Services study from the Ad Hoc Fire Committee reports that Station 99 is not adequate to meet Black Diamond's current needs for protection and should be replaced. The City established development impact fees for fire protection facilities in 2012 (Ordinance No. 12-980) and is planning and budgeting for the siting and construction of a new 8,000 square foot Fire Station to meet its needs.

The Ad Hoc Fire Committee also recommends using the City use NFPA (National Fire Protection Association) 1720 Section 4.3 standard as a benchmark to establish a Standard of Cover for the City to guide minimum staffing requirements and deployment for safe and effective operations. The NFPA defines "Demand Zones" for Standard of Cover that are based on population per square mile. Black Diamond's current population demographic falls within the NFPA "Suburban Area" Defined Zone with 500-1000 people per square mile. Standard Cover for Suburban sets a benchmark for a minimum of 15 staff to respond (including volunteers) with a 10-minute response time to "low hazard occupancy" (typically 2,000 square foot residential home) and being able to meet this objective 80% of the time. Current staffing levels are below the NFPA guidelines.

Advanced Life Support (ALS) services are provided by King County Medic One (KCM1). KCM1 is one of six ALS providers in the regional EMS system. It services approximately 520 square miles of south King county, an area with a population close to 725,000 people in 2015. ALS is considered a Second Tier of response and care is provided by Paramedics. The First Tier of Response, for BLS is provided by Firefighters and EMTs. Average response times for medic units in the county has been stable over time despite increased population. A review conducted in 2015 by the ALS Subcommittee concluded that there is adequate capacity within the region to manage anticipated demand.

Black Diamond has adopted standards for its water system which include regulating the design and construction of new development to achieve fire flow requirements. It is imperative that these standards be regularly reviewed and revised when needed to continually ensure there is enough water for fire protection throughout the system.

Future Fire and Emergency Medical Needs

As the City grows over the next 20 years, additional fire stations, equipment and personnel will be required to maintain adequate fire and emergency medical services. Additional water system improvements will also be needed to maintain adequate fire flow. The anticipated growth from the master planned developments will change the City's NFPA Demand Zone from Suburban to "Urban" Standard of Coverage.

Black Diamond is expected to grow from its current population of 4,200 to approximately 19,200. Based on the Ad Hoc Committee Report, Washington cities with populations between 15,000 and 25,000 average 2.3 fire stations and 7.4 on-duty firefighters. The NFPA standard indicates a need for 3 fire stations for Black Diamond when the master planned developments are fully developed. Using the NFPA Standard of Coverage for Urban Demand Zone, there will be a need for approximately twelve (12) paid firefighters to respond to fire emergencies. Typical fire station staffing in communities like Black Diamond is a 4-crew member per station. Specific capital improvement projects for fire stations and apparatus are shown in the Capital Facilities and Utilities Chapter.

Fire and Emergency Medical Services Policies

- **Policy FE-1:** Establish a Standard Level of Cover consistent with the NFPA 1720 Section 4.3 standards and strive to meet staffing standards for the Suburban Area Demand Zone which is six (6) firefighters/EMTs on duty.
- **Policy FE-2:** Consider relevant factors such as response time, call loads, growth of population and non-residential structures, geographical area, topographic and manmade barriers, natural hazards, and the NFPA standards when considering the level of service for determining the need for fire and emergency capital facilities and equipment.
- **Policy FE-3:** Take reasonable action to ensure that there is a fire station within a 1.5-mile radius or 6-minute travel time upon built roads from developed properties.
- **Policy FE-4:** Implement impact fees for fire and emergency medical capital facilities and equipment consistent with the City's impact fee ordinance.
- **Policy FE-5:** Make the replacement of Station 99 and Engine 99 a priority for public safety.
- **Policy FE-6:** Continue to work with Mountain View Fire to develop a work plan for long-term fire and emergency services needs as the City grows.

approximately 12,000 square feet on two floors. The center, which opened in October 1990, now offers programs for seniors and youth and classes and meeting space for community groups. The center is owned and operated as a nonprofit entity, the Black Diamond Community Center Association, with its own Board of Directors.

The Black Diamond branch of the King County Library System is located on Roberts Drive. The library is open 59 hours a week. In addition to the collection of books, the library maintains collections of magazines, videos, and compact discs (CDs). The library computer system allows the public to order any book in the King County system and have it mailed directly to their home.

Fire Protection Facilities

Mountain View Fire and Rescue is a combination department consisting of both career and volunteer personnel. The department's responsibilities include providing a minimum of two personnel on duty 24 hours a day, seven days a week in Black Diamond to provide fire protection.

In 2006, City entered into agreement with Mountain View Fire and Rescue to provide emergency services to the City operating and operating the District and City Fire Departments as one Department (merged). Currently an Interlocal Agreement contract for services. for fire and emergency services.

An Ad Hoc Fire Committee is a Joint Committee of the City Council and King County Fire District No. 44. Known as Fire Protection Joint Ad Hoc Committee. It was established by City under Resolution 13-883. Established and formalized in August 2013. The Committee is made up of City Council members and Mountain View Fire and Rescue Board members, and District 44 Fire chief and deputy. This Committee is charged with exploring alternative models for fire and emergency medical services for the City.

Existing Facilities

The City owns two fire stations, three fire engines, one brush truck, one aid car, and two staff vehicles. Station 98 is located on SE 296th Street, near Lake Sawyer. It is staffed half-time. Station 99 is located in the City Center, and it is not staffed. Several of the fire apparatus are older models that do not meet current standards.

The City contracts with Mountain View Fire and Rescue, King County Fire Protection District 44, to provide fire protection, fire prevention, rescue, emergency medical services, and other services that protect life or property. The current contract between the City and the District is the 2006 inter-local agreement (ILA).

Mountain View Fire and Rescue

Mountain View Fire and Rescue is a "fire district" that provides Emergency Services to a 70 square mile area of southeast King County. The District operates out of eight Fire Stations, utilizing 11 Fire Engines, 4 Medical Aid Cars, 2 Rescue Vehicles and a combination of smaller support vehicles.

MVFR provides services to Black Diamond by means of an interlocal Agreement. In the Agreement, the City provides funds to the District.

Mountain View Fire and Rescue is a combination department, consisting of both career and volunteer personnel, and has 28 career staff and approximately 100 volunteers, 23 of which are assigned to the City. The District services a combined area of approximately 70 square miles encompassing an estimated population of 27,000. Approximately 4,200 of those people live in the City.

The district operates out of eight stations, including two located in the City. District equipment includes 12 structure fire apparatus, including three water tenders (2,000 gallons each), three brush trucks, one medium rescue vehicle, one light rescue vehicle, five aid vehicles, a special operations support vehicle, a 14-person transport van, various four-wheel drive command vehicles, and a training/safety officer vehicle.

Pursuant to the April 2006 ILA between the City and District 44, one career lieutenant and one career firefighter/EMT are on duty at the Lake Sawyer station between 0600 hours and 1800 hours each day. Staffing at night is provided by two volunteer firefighters/EMTs. Station 99 is staffed only by volunteers responding from home. The staff assigned in the City is supported by a cadre of volunteers and career staff assigned throughout the District. Nighttime coverage, between 1800 hours and 0600 hours, is augmented by volunteer staff at Station 92, Station 93 on SE Covington Sawyer Road, Station 97 on Green Valley Road, and Station 94 near Krain Corner. Additionally, Station 92 has a staff of two career firefighters on duty 24 hours each day.

Emergency calls per dwelling and per square foot of non-residential space can be used to forecast future call loads. The average emergency calls per year in two comparable fire protection providers⁶ is 0.116 calls per dwelling unit and 0.1489 calls per 1,000 square feet of non-residential space. Applying these call rates to the 6,050 new dwellings and 1,165,000 square feet of non-residential space in the proposed MPDs would predict 875 emergency calls per year. Adding these calls to the current 170 calls per year produces a total of 1,045 calls per year. If future fire stations handle double the current call load of Station 98, Black Diamond would need a total of 3.1 stations when the MPDs are built out.

Basis of Need	Stations Needed
Comparable cities	2.3
Emergency call load	3.1
NFPA response standards	3.0
Population growth	1.8
Average	2.5

⁶ North Whatcom Fire & Rescue, Eastside Fire & Rescue

As noted above, Black Diamond currently has the equivalent of 0.5 staffed fire stations, therefore new development in Black Diamond creates the need for two additional fire stations (with apparatus)⁷.

Current level of Service (Standard of Cover)

Comprehensive Plan sets policy that there should be a fire station within 1.5-mile radius for 6 minutes travel time from developed properties in City.

Under current conditions, the City applies the NFPA 1720 as the standard while acknowledging the change will be required by imminent growth. NFPA is used primarily for volunteer departments. It provides guidance for staffing and time benchmarks for volunteer response based on zone type and population which are useful benchmarks against which to measure fire agency performance.

The City applies the "suburban" classification under the NFPA which is defined by having 5001000 people per square mile. For this classification, staffing and deployment requires a minimum of 10 firefighters arrive at a "low hazard occupancy" fire (typically a 2,000 sq. ft residential home), in no less than 10 minutes 80% of the time.

The NFPA Standard allows for "Mutual Aid" personnel to be counted toward achieving the response goal of 10 personnel in 10 minutes. Additional mutual aid units could be added from Kent Fire and/or Enumclaw Fire depending on nature and size of fire. Under interlocal agreement, Mountain View Fire automatically provides additional coverage as if the city and Mt. View are "one" department.

Fire station 99 is the only fire station located in Black Diamond, it is owned by the City. Fire Station 98 is owned by City but not physically located inside of City boundaries. Fire District is primarily a garage, constructed over 60 years ago, houses one fire apparatus, one District owned rescue vehicle, a brush truck and District owned rescue boat. It is not considered a viable response facility.

Projected Needs

Black Diamond is expected to grow from its current population of 4,200 to approximately 19,200. Emergency calls per dwelling and per square foot of non-residential space can be used to forecast future call loads. The average emergency calls per year in comparable fire protection providers is 0.116 calls per dwelling unit and 0.1489 calls per 1,000 square feet of non-residential space. Applying these call rates to the 6,050 new dwellings and 1,165,000 square feet of non-residential space in the proposed MPDs would predict 875 emergency calls per year.

Adding these calls to the current 170 calls per year produces a total of 1,045 calls per year. If future fire stations handle double the current call load of Station 98, Black Diamond would need a total of 3.1 stations when the MPDs are built out. The standards of the NFPA indicate the number of firefighters to respond to a structure fire. Specific response standards vary according to the type of emergency, the type of fire protection agency, and the density of development. It is assumed that approximately 12 firefighters are needed to respond to a fire emergency in Black Diamond. Typical

fire station staffing in communities like Black Diamond is 4 crew members per station. This NFPA standard indicates a need for 3 fire stations for Black Diamond when fully developed.

As noted above, Black Diamond is expected to grow from its current population of 4,200 to approximately 19,200. The growth of 15,000 people is 3.58 times the current population. If the City's current half-time staffed station is considered the equivalent of 0.5 stations, then 3.58 times 0.5 indicates that the future need for population (excluding commercial development) is at least 1.8 stations. Black Diamond currently has the equivalent of 0.5 staffed fire stations, therefore new development in Black Diamond creates the need for two additional fire stations (with apparatus).

The City's policy for emergency response times will not be met in the west development area for the MPDs without capital improvements. The expected new population from the MPD building will require an additional fire department and more on duty career firefighters. The DAs for the MPDs address funding to provide for them. These planned improvements form the City's Capital Improvement Plan include the following:

- Replace reserve engine #981
- Replace primary fire engine #98
- Replace aid car #98
- Construction of an 8,000 sq ft (+/-) fire station in Lawson Hills area.

Fire Impact Fees

City established a fire capital facilities fund in 1995. The purpose of this fund is to collect capital facility fees from new development to use for land acquisition and improvements to provide for fire protection and emergency services. Impact fees are collected for residential and nonresidential development based on a formula adopted in the City's Code.

Police Facilities

Inventory of Department Staff, Facilities, and Programs

The Black Diamond Police Department is a full-service law enforcement agency serving the citizens and business population of the City. The police department currently is staffed by 12 commissioned police officers, one reserve officer, one records manager, and one part-time support position. Core services include responding to calls for service, proactive patrol, special operations, traffic enforcement, marine services, records, evidence, crime prevention, and narcotics and criminal investigation.

The police fleet currently consists of 11 patrol cars, two administrative vehicles, one undercover vehicle, one off-road Jeep, one marine boat, and one marine Jet Ski™.

The police department responds to calls 24 hours per day, 7 days per week, through requests for service via contracted dispatch with Valley Communications. The department is housed in approximately 1,600 square feet of space in a building shared with the Municipal Court, City Council Chambers, and the Emergency Operations Center.