

COLLABORATIVE SERVICES AGREEMENT

This Agreement is entered into between THE KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "RFA", and MAPLE VALLEY FIRE AND LIFE SAFETY, a municipal corporation, hereafter referred to as "District."

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 department to provide fire protection, fire suppression and emergency medical services in their respective areas.
3. It is recognized that the District and RFA 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 Districts;
4. The Districts 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 Chiefs of the RFA and the District 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 a Collaborative Activities Exhibit to this Agreement. Following approval of a Collaborative Activities Exhibit by the Fire Chiefs, such Exhibit shall be submitted for approval to the Governing Board of the RFA and the Board

of Commissioners of the District. The Collaborative Activities Exhibit shall become a binding part of this Agreement upon approval by the RFA and the District and each Collaborative Activities Exhibit shall be independently subject to the termination provisions in Section 2.

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

1.4.1. Exhibit A – IT Management

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 Districts 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.RFA Personnel. RFA personnel who provide services under this Agreement shall remain personnel of RFA and shall not be considered personnel of District. RFA 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. RFA personnel shall not be entitled to any benefit provided to personnel of District.

3.2. District Personnel. District personnel who provide services under this Agreement shall remain personnel of District and shall not be considered personnel of RFA. District 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. District personnel shall not be entitled to any benefit provided to personnel of RFA.

4. Finances. Each District shall remain responsible for the financial operation of its own Fire Department, the preparation of its budget and the levying of its tax levy. 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 Districts shall provide insurance coverage for all operations, facilities, equipment and personnel of its Fire Department. Each District shall furnish to the other District 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 empanelling 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 RFA IT Manager or designee and the District 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.

**KENT FIRE DEPARTMENT
REGIONAL FIRE AUTHORITY**

**MAPLE VALLEY FIRE AND LIFE
SAFETY**

By: Jim Schneider
Jim Schneider, Fire Chief

By: [Signature]

DATE: 06.16.2016

DATE: 7-5-2016

NOTICES TO BE SENT TO:
Kent Fire Department RFA
Don Gentry, IT manager
24611 116th Ave SE
Kent, WA 98030

NOTICES TO BE SENT TO:

COLLABORATIVE ACTIVITIES

EXHIBIT A

TECHNOLOGY SERVICES

1. **Services.** The RFA shall provide the District with the following services:
 - 1.1. Day to day support for District IT Employee including providing assistance with managing, updating and maintaining the operability of District's electronic information management and communication hardware and software.
 - 1.2. The RFA will also provide coverage on a limited basis during such times as the District IT Employee is temporarily absent due to vacation, sick leave or other out of District obligations.
2. **District Obligations.**
 - 2.1. District shall hire and retain one full time employee responsible for managing the District's IT system.
 - 2.2. The District shall be solely responsible for the costs of all hardware and software necessary to operate its IT system. The RFA will provide advice and assistance to insure that the hardware and software meets the needs of the District and is compatible with the RFA's Information Technology Department's requirements.
3. **Consideration.** This Agreement is entered into for the mutual benefit of the RFA and District as the parties explore the possibility of additional IT services consolidations. The District recognizes that the District IT employee may occasionally provide direct support and services to the RFA.