

## **COLLABORATIVE SERVICES AGREEMENT**

This Agreement is entered into between Valley REGIONAL FIRE AUTHORITY, a municipal corporation of the State of Washington, hereafter referred to as "VRFA", and Mountain View Fire & Rescue, a Washington municipal corporation, hereafter referred to as "MVF&R", who shall be collectively referred to as the "Parties."

### **RECITALS**

1. WHEREAS, 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. WHEREAS, each agency currently maintains and operates its own fire-based operations to provide fire protection, fire suppression and emergency medical services in their respective areas;
3. WHEREAS, it is recognized that the VRFA and MVF&R have personnel that are performing similar tasks on a daily basis; these personnel have varied talents, skills, and expertise; and by allowing the personnel to coordinate and collaborate, these skills and abilities could be used in a manner that increases the level of service and care provided to the citizens of both agencies;
4. WHEREAS, the 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. WHEREAS, 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; and
6. WHEREAS, collaboration between the Parties 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. This Agreement relates to collaboration in the delivery of fire protection and emergency medical services, through collaborative projects and 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 the VRFA and MVF&R 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 respective Fire Chiefs, such Exhibit shall be submitted for approval to the Governing Board of the VRFA and MVF&R. The Collaborative Activities Exhibit shall become a binding part of this Agreement upon approval by the VRFA and MVF&R, 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- Fire Code Inspection and Prevention Services

**1.5.** Both agencies 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, unless otherwise provided in an Exhibit, be effective on execution by both agencies 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.

2.1 Exhibit A – Fire Code Inspection and Prevention Services shall be effective from October 1, 2020 and shall continue until terminated by either party with 14 days written notice to the other party.

**3. Employment Status.**

**3.1.VRFA Personnel.** VRFA personnel who provide services under this Agreement shall remain personnel of VRFA and shall not be considered personnel of MVF&R. VRFA 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. VRFA personnel shall not be entitled to any benefit provided to personnel of MVF&R.

**3.2. MVF&R Personnel.** MVF&R personnel who provide services under this Agreement shall remain personnel of MVF & R and shall not be considered personnel of VRFA . MVF & R 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. MVF & R personnel shall not be entitled to any benefit provided to personnel of VRFA.

**4. Finances.** Each agency shall remain responsible for the financial operation of its own Fire Department, the preparation of its budget and the levying of any taxes, benefit charges or other assessments. 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 parties waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver. Neither Party shall be deemed to be acting as an agent of the other Party, for purposes of this Agreement.

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

**7. Dispute Resolution.**

7.1. In the event a dispute arises concerning performance of this Agreement, 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 to 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.

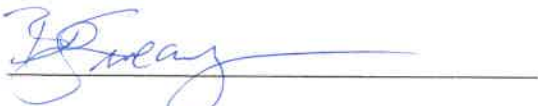
**8. Miscellaneous:**

**8.1. Administration.** No Agency is created by this Agreement. This Agreement shall be administered by the VRFA Fire Chief or designee and MVF&R 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 a 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.

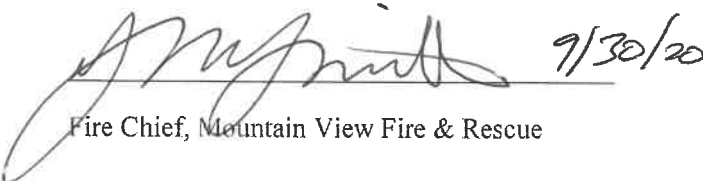
Date: 10/6/2020

Brent D. Swearingen



Fire Chief, Valley Regional Fire Authority

Greg Smith



Fire Chief, Mountain View Fire & Rescue

James Farrell



Chair of the Board of Fire Commissioners

## COLLABORATIVE ACTIVITIES

### EXHIBIT A

#### FIRE CODE INSPECTION AND PREVENTION SERVICES

1. **Services.** The VRFA shall provide MVF&R with support on an as-needed/as-available basis for plan reviews and a construction inspections services. The Services shall be provided by VRFA personnel at times and locations mutually agreeable to both parties. VRFA shall charge MVF&R for travel time and research as necessary to provide the Services. In addition, coaching and mentoring for MVF&R employees assigned to plan reviews/construction inspection services may take place when opportunities exist and such coaching and mentoring is mutually agreeable.
2. **Payment.** MVF&R agrees to pay the same rate per hour as the VRFA charges to its current customers for like services. As of October 1, 2020 the rate shall be \$112.88 per hour. Overtime rate is \$136.57 per hour and will only be charged after approval by the MVFR Fire Chief or designee. The hourly rates shall be adjusted when adjustments take place for customers within the VRFA service area and will be set at that same rate. The VRFA will provide MVF&R with an invoice identifying the dates, times and services provided on a monthly basis and MVF&R shall pay such invoices within 30 days of receipt. The initial invoice will cover all services provided from October 1, 2020 to November 30, 2020.
3. **Term.** This Collaborative Activities Exhibit shall be effective October 1, 2020 and shall continue for one year or until terminated by either party with 14 days written notice to the other party.
4. **This exhibit may be extended for additional periods not to exceed one year each at the mutual agreement of the parties.**