

COLLABORATIVE SERVICES AGREEMENT

This Agreement is entered into between THE PUGET SOUND REGIONAL FIRE AUTHORITY (formerly Kent Fire Department Regional Fire Authority), a municipal corporation, hereafter referred to as "PSRFA", and Enumclaw Fire Department, 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 party 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 the District and PSRFA 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 entities;
4. The RFAs 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 PSRFA 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 PSRFA and the District. The Collaborative Activities Exhibit shall become a binding part of this Agreement upon approval by the PSRFA 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 – Technology Management Services

1.5. Both parties 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. **PSRFA Personnel.** PSRFA personnel who provide services under this Agreement shall remain personnel of PSRFA and shall not be considered personnel of District. PSRFA 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. PSRFA 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 PSRFA. 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 PSRFA.

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 Fire Authority. 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 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 PSRFA Assessment & Planning Chief or designee and the District Fire Chief or Designee.

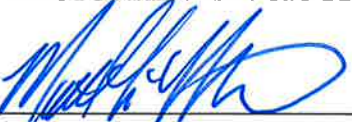
8.2. Property Ownership. This Agreement does not provide for jointly owned property unless specific provision is made for joint ownership in a Collaborative Activities Exhibit. All property presently owned or hereafter acquired by a party to enable it to perform the services required

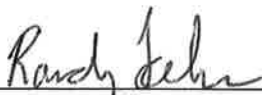
under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.

- 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.

**PUGET SOUND
REGIONAL FIRE AUTHORITY**

ENUMCLAW FIRE DEPARTMENT

By: 
Matthew Morris, Fire Chief

By: 
Randy Fehr, Fire Chief

DATE: 11/2/17

DATE: 10/20/17

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

COLLABORATIVE ACTIVITIES

EXHIBIT A

Technology Management Services.

1. PSRFA shall provide the District with the following services:

1.1. Administrative

- 1.1.1. Budget planning**
- 1.1.2. Hardware and software contract management**
- 1.1.3. Equipment life-cycle management for core components**
 - 1.1.3.1. Workstation life-cycle negotiable by partner agency**
- 1.1.4. Inventory management**
- 1.1.5. Coordination with 911 dispatch agency**

1.2. Base Network Infrastructure

- 1.2.1. Physical network connections to PSRFA (currently Kent) network**
- 1.2.2. Authentication (Active Directory, file access, etc.)**
- 1.2.3. File services (based on space used)**
 - 1.2.3.1. File archiving**
- 1.2.4. Print services**

1.3. Professional Support Services

- 1.3.1. IT service desk and ticketing system**
- 1.3.2. Network support and maintenance**
- 1.3.3. Application and database support and maintenance**
 - 1.3.3.1. List all applications in place at the time of the agreement**
 - 1.3.3.2. List all applications that will come into play during the duration of an agreement**
 - 1.3.3.3. Provide for annual adjustment to the application support list and thus cost of support**

1.4. Office 365

- 1.4.1. Licensing Options**
 - 1.4.1.1. Email only or**
 - 1.4.1.2. Email and Office products**
- 1.4.2. Barracuda**

1.5. End User Hardware and Peripherals

- 1.5.1. Workstation support and maintenance**
- 1.5.2. Mobile laptop/notebook support and maintenance**
- 1.5.3. Printer support and maintenance**
- 1.5.4. Antivirus protection**

1.6. Ordering and Billing

- 1.6.1. PSRFA orders/installs, partner agency is directly billed**

2. Services Excluded

2.1. Administrative

- 2.1.1. Public records requests**
- 2.1.2. Emergency after-hours support**

2.2. Significant Projects

- 2.2.1. The addition of new infrastructure components
 - 2.2.2. The addition of new applications or significant upgrade of existing application
 - 2.3. Unexpected Expenses
 - 2.3.1. The purchase of any additional hardware and/or software as the result of partner organization growth
 - 2.4. Extraordinary Circumstances
 - 2.4.1. Those services needed due to fire, flood, earthquake, flood, tsunami, and acts of God.
- 3. Access
 - 3.1. District will provide PSRFA access to all facilities as needed to provide services under this agreement.
 - 3.2. Any identification/keys/codes needed for access to District facilities will be provided by the partner agency at no cost to PSRFA
- 4. Fees and Rates
 - 4.1. Base Fee. The annual base fee for the services identified in Section 1 shall be 37,817.50. The District shall pay 1/12th of the fee monthly.
 - 4.2. Labor. The hourly rate for labor shall be 80 dollars per hour. This rate will be applied to mutually agreed to services performed outside of the scope of Section 1 above.
 - 4.3. Mileage Fee. The District shall reimburse PRSFA for mileage resulting from site visits to District facilities at the current IRS mileage rate.
 - 4.4. Although the PSRFA has provided the District guidance on services excluded from this agreement in Section 2 it should be understood that the PSRFA will consider requests from the District to perform services listed in Section 2 on a case by case basis. Such additional services agreed to by both parties will be billed on a time and materials basis.
- 5. Term. This Collaborative Activities Exhibit A shall be effective on execution by both parties and shall continue until December 31, 2018.