

COLLABORATIVE SERVICES AGREEMENT

This Collaborative Services Agreement (“Agreement”) is entered into between PEND OREILLE COUNTY FIRE PROTECTION DISTRICT NO. 4, a municipal corporation, hereinafter referred to as "PO4"; and the City of Newport, a municipal corporation of the State of Washington, hereinafter referred to as “NPT” or “NFD;” individually hereinafter referred to as a “Party” and jointly hereinafter referred to as the “Parties.”

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; and
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; and
3. It is recognized that NPT and PO4 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; and
4. The Parties have historically cooperated and shared the cost of certain employees; and
5. 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; and
6. The Parties desire to cooperate and to coordinate programs, projects, and services while providing, maintaining and/or enhancing the service levels established by the governing body of each Party; and
7. 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 and programs, using combined resources and personnel; individually referred to as “Collaborative Activity” and collectively referred to as “Collaborative Activities.”
- 1.2. Each Party 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 Boards of Commissioners of PO4 and Newport City Council, Mayor, and/or City Administrator shall determine, identify and implement Collaborative Activities under this Agreement by identifying the scope and 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 PO4 Boards of Commissioners and the City of Newport. Each Collaborative Activities Exhibit shall be independently subject to the termination provisions in Section 2 of this Agreement 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 – Personnel

1.4.2. Exhibit B – Training

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 Party thirty (30) days written notice of termination of the Agreement or an individual Collaborative Activities Exhibit.

3. **Employment Status.**

3.1. **PO4 Personnel.** PO4 personnel who provide services under this Agreement shall remain personnel of PO4 and shall not be considered personnel of the City of Newport. PO4 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. PO4 personnel shall not be entitled to any benefit provided to personnel of the City of Newport.

3.2. **Newport Fire Personnel.** NFD personnel who provide services under this Agreement shall become personnel of PO4 and shall be considered personnel of PO4. NFD personnel will fall under PO4 for all compensation, benefits and insurance for its personnel. NFD personnel shall be entitled to all benefits provided to personnel of PO4.

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.

6.1. Volunteers shall be covered under Washington BVFF disability insurance to be paid for by PO4.

6.2. Volunteers who meet annual criteria shall have all dues paid for by PO4.

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 thirty (30) calendar days of the dispute. The Parties shall share equally the costs of mediation and each Party shall be responsible for its own costs in preparation for 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 thirty (30) calendar days of the last day of mediation, 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 Pend Oreille County Superior Court, Pend Oreille 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 thirty (30) calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Pend Oreille 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's fees to the other party, including all costs, attorney's 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, 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 PO4 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.

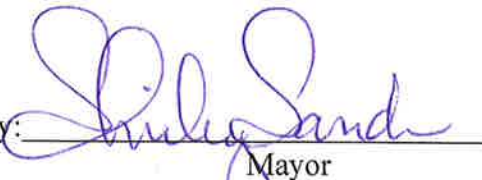
8.7. Non-Exclusive Agreement. The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.

8.8. Filing/Web Site. 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.

**PEND OREILLE COUNTY FIRE
PROTECTION DISTRICT NO. 4**

City of Newport

By: 
Board Chair

By: 
Mayor

DATE: 9-22-2020

DATE: September 21, 2020

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

CITY OF NEWPORT
200 S. WASHINGTON
NEWPORT, WA 99156

EXHIBIT A

PERSONNEL

1. Administration Personnel and Services. PO4 currently employs a Fire Chief. Subject to the terms of this Agreement, the City of Newport shall pay a portion of the cost of this PO4 employee in consideration of the PO4 employee providing the following administrative services to the City of Newport. Newport shall designate the PO4 Fire Chief as the Chief of Newport City Fire Department.

1.1. The Fire Chief shall provide the following administrative services:

- (a)** Implementation of NPT policies and procedures.
- (b)** Personnel management for NPT, including hiring and termination of paid personnel, acceptance and termination of volunteer personnel, and discipline of personnel (paid and volunteer). The Fire Chief shall manage all personnel actions consistent with existing NPT personnel policies and procedures and consistent with any employment agreements between NPT and its personnel. A disciplinary action involving any loss of pay, suspension, or termination shall be recommended by the Fire Chief, but final action on such recommendations shall be reserved to the City of Newport Mayor. In case of immediate threat to NPT personnel, equipment, or facilities, or the citizens of Newport, the Fire Chief may immediately suspend any NPT personnel; such action shall be ratified, modified, or overturned by the City of Newport Mayor as soon as practicable after the suspension is implemented, but no later than the City's next regular City Council meeting.

1.2. Oversee and manage all NPT fire and EMS operations.

1.3. Administrative support for NPT.

2. Fire Chief Reporting Status. The Fire Chief shall report to the City Administrator for performance related to NPT activities, and shall attend City Council meetings when requested by the Mayor or City Administrator. The Fire Chief shall report to the Board of Commissioners of PO4 for performance related to PO4 activities and shall attend Board meetings when requested by PO4.

3. Training Officer and Mechanic Services. PO4 currently has a Volunteer Training Officer and Mechanic. Subject to the terms of this Agreement, NPT shall pay a portion of the cost of these two PO4 employees in consideration of the PO4 employees providing the following services to NPT:

3.1. Training Services. PO4 shall provide all needed fire and EMS training to current and future members.

- (a) Fire Academy.**
- (b) Monthly continued education to maintain proficiency.**
- (c) Assistance with National Fire Academy Classes.**
- (d) Outside distance education as necessary.**

3.2. Mechanic Services.

- (a) **PO4 will provide preventative maintenance such as oil changes, as well as other general basic services.**
- (b) **All major repairs will be the responsibility of the City of Newport on apparatus and facilities owned by the City.**

4. Payment for Services. In consideration of the Services provided under this Exhibit A, the City of Newport shall pay PO4 as follows:

\$18,000 for year 2020; monthly installment payment of \$1,500

\$24,000 for year 2021; monthly installment payment of \$2,000

\$30,000 for year 2022; monthly installment payment of \$2,500

\$36,000 for year 2023; monthly installment payment of \$3,000

4.1. Invoice and Payment. For all payments provided hereunder, PO4 shall provide NPT with an annual invoice in January of each year. NPT shall pay the annual invoice in monthly equal installments.

5. Office Facilities. NPT agrees that PO4 employees may use NPT office space and office facilities including but not limited to copying machines, computers, fax machines, and consumable office supplies owned by NPT, to perform the Services provided under this Agreement.

Exhibit B

TRAINING

- 1. Joint Training Program.** The Fire Chief of PO4 will work toward establishing a Joint Training Program (“Program”) designed to provide training and response opportunities for the members of each Party’s fire department. The Program shall include but not be limited to the following areas.
 - 1.1.** Monthly Fire and EMS Training.
 - 1.2.** Annual First Aid/CPR training for all NPT staff.
 - 1.3.** Annual EVIP (Emergency Vehicle Incident Prevention) Training.
 - 1.4.** Vehicle Extrication Training.
 - 1.5.** EMT Training.
 - 1.6.** OTEP- EMS (Ongoing Training & Evaluation Program).
- 2. Joint Training Program Costs.** PO4 shall be responsible for personnel costs relating to the operation of the Joint Training Program and for its personnel’s participation in the Joint Training Program. The Parties shall work cooperatively to obtain any available cost reimbursements and, in the event reimbursements are obtained, shall be submitted to PO4 for the incurred reimbursable cost.