

COLLABORATIVE SERVICES AGREEMENT

This Agreement is entered into between East Jefferson Fire Rescue a municipal corporation, "EJFR", Port Ludlow Fire & Rescue, a municipal corporation, "PLFR" and North Kitsap Fire & Rescue, a municipal corporation, "NKFR" collectively referred to as the "Fire Districts."

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 Fire District 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 Fire Districts 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 the Fire Districts;
4. The Fire Districts have historically cooperated and provided mutual services.
5. The Fire 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;
6. The Fire Districts 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;
7. The Fire Districts 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 Fire Districts 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 Fire District 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 and Fire Chiefs of the Fire Districts 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 Collaborative Activities Exhibits to this Agreement. Collaborative Activities Exhibits shall become a binding part of this Agreement upon approval by the Fire District Boards of Commissioners. Each Collaborative Activities Exhibit shall be independently subject to the termination provisions in Section 2 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 – Fire Training Facility

1.5. Each Fire District 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 two or more of the Fire Districts and shall continue until any Fire District 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. **EJFR Personnel.** EJFR personnel who provide services under this Agreement shall remain personnel of EJFR and shall not be considered personnel of PLFR or NKFR. EJFR 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. EJFR personnel shall not be entitled to any benefit provided to personnel of PLFR or NKFR.

3.2. **PLFR Personnel.** PLFR personnel who provide services under this Agreement shall remain personnel of PLFR and shall not be considered personnel of EJFR or NKFR. PLFR 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. PLFR personnel shall not be entitled to any benefit provided to personnel of EJFR or NKFR.

3.3. **NKFR Personnel.** NKFR personnel who provide services under this Agreement shall remain personnel of NKFR and shall not be considered personnel of EJFR or PLFR. NKFR 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. NKFR personnel shall not be entitled to any benefit provided to personnel of EJFR or PLFR.

4. **Finances.** Each Fire 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 and benefit charge. The Fire Districts recognize that each Fire District will be contributing a similar amount of resources to the identified Collaborative Activities and the Fire Districts will not seek additional compensation from the other Fire Districts unless such additional compensation is specifically identified in a Collaborative Activities Exhibit.

5. **Indemnification and Hold Harmless.** Each Fire District agrees to defend, indemnify, and hold harmless the other Fire Districts 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 Fire District 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 Fire District's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Fire Districts further acknowledge that they have mutually negotiated this waiver.

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

7. Dispute Resolution.

7.1. Prior to any other action, the Fire Districts shall meet and attempt to negotiate a resolution to such dispute.

7.2. If the Fire Districts are unable to resolve a dispute regarding this Agreement through negotiation, any Fire District may demand mediation through a process to be mutually agreed to in good faith between the Fire Districts within 30 days. The Fire Districts shall share equally the costs of mediation and each Fire District shall be responsible for its 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, any Fire District 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 Kitsap or Jefferson County Superior Courts, as amended, unless the Fire Districts 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 each Fire District 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 Fire District 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, any Fire District 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 appropriate County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the Fire District demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that Fire District shall pay all costs, expenses and attorney fees to the other Fire Districts, 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 each Fire District 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 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 Fire District to enable it to perform the services required under this Agreement, shall remain the property of the acquiring Fire District 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 Fire District at its address as stated in this agreement or at such address as any Fire District may designate at any time in writing.

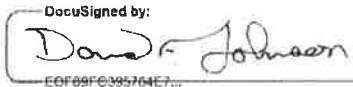
8.4. Severability. If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

8.5. Modification. This agreement represents the entire agreement between the Fire Districts. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the Fire Districts unless executed in writing by authorized representatives of each of the Fire Districts. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Fire Districts.

8.6. Benefits. This agreement is entered into for the benefit of the Fire Districts to this agreement only and shall confer no benefits, direct or implied, on any third persons.

8.7. Non-Exclusive Agreement. The Fire Districts 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 Fire District's websites in accordance with RCW 39.34.040.

DocuSigned by:

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East Jefferson Fire Rescue

11/19/2020

Date


Port Ludlow Fire & Rescue

11-19-2020

Date


North Kitsap Fire & Rescue

11-19-2020

Date

EXHIBIT A

Westsound Training Group

Whereas, EJFR, PLFR and NKFR have contributed financial resources for the purchase and maintenance of a Class-A Conex Fire Burn prop manufactured by WRG, Inc. of Portland, OR and located at EJFR Station 15, 35 Critter Lane Port Townsend, WA.

Whereas, EJFR also owns a training tower located at EJFR Station 15, 35 Critter Lane Port Townsend, WA.

Whereas the Burn Prop and Training Tower are collectively referred to as the Training Facility.

Whereas, EJFR, PLFR and NKFR desire to jointly manage and operate the Training Facility under the name "Westsound Training Group" consistent with the following terms:

1. The Fire Districts agree to contribute personnel resources to provide ongoing maintenance, upkeep and site improvements to the Training Facility as determined from time to time by the Fire Chiefs.
2. Each Fire District agrees to pay the amount of \$1,500 per agency to EJFR on an annual basis on or before March 1 of each year to be applied to the cost of ongoing maintenance and upkeep of the Training Facility. Additional financial contributions may be authorized from time to time by the unanimous consent of the Fire District Fire Chiefs.
3. EJFR agrees to manage payments separately, specific to training facility maintenance and improvements Expenditures of such funds shall require the unanimous consent of the Fire District Fire Chiefs.
4. Monies generated from hosting training events for external agencies and organizations will be allocated specific to training facility maintenance and improvements.
5. The fee schedule set forth below shall reviewed monthly to reflect market pricing for consumables and related fee adjustments by the Fire Districts and may be modified with the unanimous consent of the Fire District Fire Chiefs.

6. Westsound Training Group Fee Schedule: (subject to change per Item #5 above)

Prop Rental	\$500/day
Consumables:	
• OSB	\$30/sheet
• Pallet	\$10/pallet
• Saw Fuel	\$15/can
• Dimensional Lumber	\$12/10' length
Apparatus:	
• Tender	\$250/day
Equipment:	
• Smoke Machine	\$25/day
Overhead:	
• WTG personnel	\$600/day per instructor (1) lead per NFPA 1403