

JOINT OPERATING AGREEMENT
CITY OF ARLINGTON
AND
FIRE PROTECTION DISTRICT NO. 19

1. JOINT OPERATING AGREEMENT – PARTIES.

This Joint Operating Agreement (“Agreement”) is between the City of Arlington, a Washington municipal corporation (“City”) and Fire Protection District No. 19, Snohomish County, a Washington municipal corporation (“District”). The City and the District are collectively the “Parties” and each a “Party” to this Agreement. The Parties agree as follows.

2. RECITALS.

2.1. The City is authorized under RCW 35A.11.040, and the District is authorized under RCW 52.12.031, to enter agreements pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

2.2. The District and City each currently maintain and operate separate fire departments to provide fire protection, fire suppression and emergency medical services in their respective areas. Because the Parties have existing boundaries which border each other, it makes fiscal sense to operate a joint response station that provides protection and services to a defined area at a consistent level.

2.3. City is in the process of constructing a temporary fire station located generally at the intersection of Smokey Point Boulevard and 188th Street NE (“Station 48”). The Parties will jointly provide staffing for Station 48 under this Agreement.

2.4. It is the purpose of this Agreement to provide for continued cooperative relations between City and District; provide a trial period of joint operations; and, the potential for a longer term relationship under available fire service governance structures, including but not limited to, a regional fire authority.

3. TERM – EFFECTIVE DATE.

3.1. This Agreement shall take force and be effective (the “Effective Date”) on October 1, 2009.

3.2. While it is the intent of the Parties to provide for an initial 15-month trial period of joint operations, the term of this Agreement shall extend to the last calendar day of the sixth (6th) complete calendar month following after the Effective Date (the “Initial Term”). The Agreement shall thereafter continue for ninety (90) day periods, unless terminated under Agreement Section 3.3.

3.3. Following the Initial Term, either Party may terminate this Agreement, such termination to be effective one-hundred eighty (180) days following written notice to the other Party, unless both Parties agree to an earlier termination date.

4. PERFORMANCE OF SERVICE.

The Parties agree that during the term of this Agreement, all emergency medical services supplied or provided by the Parties and the vehicles and personnel used to supply such services will meet the statutory and regulatory requirements set forth in Chapters 18.71 and 18.73 RCW and Chapter 246-976 WAC.

5. CONSIDERATION.

The Parties agree that the City will provide Advanced Life Support (ALS) services to the District for no monetary compensation. This service will commence no later than January 1, 2011 or sooner if the District's current ALS provider notifies the District of its intention to earlier terminate the District's contract. Prior to commencement of ALS services by the City, the District will provide to the City, in writing, the areas of the District requiring ALS service. The City and the District agree that the District is allowed to enter into ALS service contracts with one or more other agencies to ensure adequate coverage of the District's service area. This Agreement does not otherwise modify existing mutual aid and response protocols of the City and District.

6. STATION 48 – EQUIPMENT.

6.1. Station 48 shall be designed, constructed and equipped, except as set forth herein, by City at City's expense. All rental, maintenance and related costs relating to Station 48 shall be paid by City.

6.2. Upon the completion of Station 48, City shall assign and maintain a Class A engine that is ALS-capable; and, a BLS-equipped transport (aid) unit. If necessary the aid unit can be crossed staffed with ALS personnel.

6.3. Each Party shall at its own expense provide stocks, equipment supplies and fuel for its vehicle, or vehicles required hereunder, and each Party shall be responsible for the maintenance and repair of the same at each Party's sole expense.

7. STATION 48 – STAFFING

7.1. City shall provide two (2) personnel on a 24-hour, 7-day per week basis for Engine staffing or jump staffing to staff the vehicles described in Agreement Section 6.2. All employment costs for City assigned personnel shall be the sole responsibility of City.

7.2. District shall provide the equivalent of one (1) personnel for Engine or jump staffing to staff the vehicles described in Agreement Section 6.2. Under this Section 7.2, District personnel are to be assigned so that coverage is on a 24-hour, 7-day per week basis. All employment costs for District assigned Personnel shall be the sole responsibility of the District.

District personnel may be assigned to another station or unit according to the needs for a particular shift, or for a shorter period of time.

7.3. District personnel assigned to Station 48 shall possess an EMT certification and be trained to Firefighter I standards.

7.4. Each Party shall be responsible for all employment costs relating to the respective Party's employees, including, but not limited to, backfill of employees that miss work due to vacation, sickness or injury leave, Kelly days, training, or any other form of expense.

8. TRANSPORT SERVICE FEES.

Each Party shall bill for and collect all transport service fees as follows:

8.1. District shall bill and collect transport fees when District vehicles are used for transport.

8.2. City shall bill and collect transport fees when any City vehicles are used for transport.

9. OTHER SERVICES.

Personnel from each Party may be required to conduct life and safety inspections, consistent with the provisions of the International Fire Code. These inspections may be outside the geographic boundaries of their respective employer. All inspections shall be conducted at the Company Inspection level, and all identified code compliance issues which are beyond the Company Inspection level shall be referred to the Fire Marshal or other person with regulatory authority within the respective jurisdiction in which the business is located for such compliance issues. The duties of a Party under this Agreement are only to the other Party; no Party shall have or owe a special duty to any other Party, person or organization.

10. LIABILITY

Each of the Parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other Party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the Party's personnel relating to the performance of this Agreement.

11. INSURANCE.

11.1. City shall provide and maintain insurance coverage for all facilities, equipment, personnel and operations of City owned assets. The insurance shall include all risk property insurance, insuring City equipment and building at replacement cost; general liability insurance, including errors and omissions coverage, with a policy limit of not less than \$2,000,000; complete auto insurance, including comprehensive and collision coverage at replacement cost, and liability coverage with a limit of not less than \$2,000,000. City shall furnish to the District appropriate documentation showing that the coverage is in effect. For purposes of this

paragraph, participation in a voluntary risk management pool such as Washington Cities Insurance Authority with comparable limits shall be deemed sufficient insurance.

11.2. District shall provide insurance coverage for all equipment, personnel and operations of District owned assets. The insurance shall include all risk property insurance, insuring District equipment replacement cost; general liability insurance, including errors and omissions coverage, with a policy limit of not less than \$2,000,000; complete auto insurance, including comprehensive and collision coverage at replacement cost, and liability coverage with a limit of not less than \$2,000,000. The District shall furnish to City appropriate documentation showing that the coverage is in effect. For purposes of this paragraph, participation in a voluntary risk management pool such as Washington Cities Insurance Authority with comparable limits shall be deemed sufficient insurance.

12. PROPERTY OWNERSHIP.

All property acquired by any Party to enable it to perform the services required under Agreement shall remain the property of the Party acquiring the property in the event of the termination of this Agreement, except as may be otherwise agreed in writing.

13. MUTUAL COOPERATION.

13.1. The District Fire Chief and the City Fire Chief shall meet and confer as needed on any matters of mutual concern which involve operational aspects of their respective departments. The chiefs of each Party shall specifically reach mutual understandings relating to such items as provision of incident command, current maps, police support, building identification, enforcement of fire codes, and any other matters which enhance the services provided by each Party.

13.2. Absent agreement and direction from the Fire Chiefs to the contrary, assignments and command of response from Station 48 shall be under the management and supervision of the highest-ranking City officer assigned to Station 48.

14. NOTIFICATION.

All Parties agree to notify the other Parties by telephone and in writing in the event any Party shall make any changes in the road or street network within a Party's Service Area; temporarily or permanently close any road or street to vehicular traffic; or, become aware of any changes or interruptions in the water service within a Service Area.

15. 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, at the time of transmittal by facsimile transmission, 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.

16. 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.

17. 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.

18. BENEFITS – NO THIRD PARTY RIGHTS

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 person or entity.

19. NON-EXCLUSIVE AGREEMENT

The Parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

20. REOPENING AGREEMENT.

This Agreement may be revised at any time by written agreement of the Parties.

21. DISPUTE RESOLUTION.

21.1. In the event of a disagreement between the Parties relating to the interpretation of the terms of this Agreement, the Parties agree that such dispute shall be submitted to mediation, and if not resolved in mediation, then resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each Party shall appoint an arbitrator and the two arbitrators shall appoint a third arbitrator. If the Parties cannot agree on a third arbitrator, any Party may apply to the Presiding Judge of the Snohomish County Superior Court for appointment of the arbitrator.

21.2. Unless different rules are adopted by the panel of Arbitrators, the Commercial Arbitration Rules of the American Arbitration Association shall apply with respect to the arbitration proceedings, but not to the selection of the arbitrators. The decision of the arbitrators shall be final and binding.

22. APPROVAL AND EXECUTION.

Each Party represents that the undersigned are duly authorized to execute this Agreement for and on behalf of the identified Party. This Agreement shall be filed as required by the Interlocal Cooperation Act.

DATE: 7-28-09

DATE: 7/23/09

CITY OF ARLINGTON
238 N. Olympic Avenue
Arlington, WA 98223

FIRE PROTECTION DISTRICT NO. 19,
SNOHOMISH COUNTY
2720 212 St NW
Stanwood, WA 98292

By Margaret Larson
Mayor

By Stam M. Beyre
Chairperson

Attest:

By Karen Peterson
City Clerk

By D Brandstrom
Secretary

Approved as to form:

By Steven J. Peiffle
Steven J. Peiffle, City Attorney