

ORIGINAL

**INTERLOCAL AGREEMENT FOR MUTUAL REGIONAL FIRE SERVICES:  
LADDER TRUCK/EMERGENCY COMMAND SERVICES**

**THIS INTERLOCAL AGREEMENT** for Ladder Truck/Battalion Chief Response/Command (the "Agreement") is entered into by and between Snohomish County Fire Protection District No. 1, a Washington municipal corporation; and City of Mukilteo, a Washington city.

[Hereinafter, the foregoing jurisdictions may be collectively referred to as the "Jurisdictions" or "Parties" or individually referred to as a "Jurisdiction" or "Party"].

**I. RECITALS**

**WHEREAS**, RCW 52.12.031(3) encourages fire districts to contract with one another and with other governmental entities in order to consolidate services, partially, so that economies of scale may result;

**WHEREAS**, Chapter 39.24 RCW is entitled "Interlocal Cooperation Act," the purpose of which, in general, is to permit local governments to cooperate and form agreements with one another on the basis of mutual advantage;

**WHEREAS**, RCW 39.34.030(2) permits two or more public agencies to enter into agreements with one another for their mutual benefit;

**WHEREAS**, the City of Mukilteo and the District have successfully implemented a longstanding intergovernmental agreement whereby both fire departments provide mutual and automatic aid to each other when needed for fire and emergency call-response in both of their respective Jurisdictions;

**WHEREAS**, the City of Mukilteo and the District have existing and ongoing Intergovernmental agreement(s) with the City of Lynnwood that this agreement is compatible with and are hopeful that this agreement could facilitate other opportunities for cooperative and mutually beneficial joint operations involving the City of Mukilteo and/or the District with the City of Lynnwood and its fire department;

**WHEREAS**, the purpose of this agreement is to further intergovernmental cooperation between local governments in this region that will enhance the capability of the fire departments to jointly provide high quality, local fire and emergency medical services to the neighboring communities they serve;

**WHEREAS**, each Jurisdiction hereto owns, maintains, and operates one or more ladder trucks which will need to be replaced in the near future;

**WHEREAS**, between them, the Jurisdictions currently own a total of three (3) ladder trucks;

**WHEREAS**, the Jurisdictions recognize that the number of ladder trucks owned by all Parties could be reduced without a loss of service to the residents served by the Parties;

**WHEREAS**, certain efficiencies and cost savings could be realized by reducing the number of ladder trucks in service within the Jurisdictions; and

**WHEREAS**, the Parties desire to enter this Agreement in order to lay the necessary groundwork for further regionalization discussions and efforts.

## **II. TERMS AND CONDITIONS**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### **1. Definitions.**

- 1.1 "District" means Snohomish County Fire Protection District No. 1.
- 1.2 Mukilteo and City means the City of Mukilteo.
- 1.3 FF/EMT means a person employed as a firefighter/EMT.
- 1.4 "Mukilteo Personnel" means a FF/EMT employed by the City of Mukilteo.
- 1.5 "District Personnel" means a FF/EMT employed by the District.

**2. Term of Agreement.** The term of this Agreement shall commence upon execution by all the Parties hereto and recordation of same with the Snohomish County Auditor. This Agreement shall continue until terminated by either party as set forth herein; provided, however, this Agreement shall not terminate prior to December 31, 2016 (the "Initial Term").

2.1 After the Initial Term, and provided that the parties have timely executed an Addendum to adjust the Compensation (as defined hereinafter), the Agreement shall automatically renew under the same terms and conditions for successive five (5) year terms (each such term shall be referred to as a "Renewal Term"); provided, however, that either party may terminate the Agreement during any Renewal Term for any reason upon twelve (12) months' advance written notice.

**3. Administration of Agreement.** The provisions of this Agreement shall be administered jointly by the fire chiefs of each jurisdiction hereto. The fire chiefs shall meet on a regular basis, but not less than once per quarter to review the effectiveness of this Agreement and any issues that arise hereunder.

**4. The Ladder Truck.** The District will provide a Ladder Truck to be staffed by the District to respond, in part, to calls for assistance within the Mukilteo City limits.

4.1 The Ladder Truck is currently stationed at the District's Fire Station No. 11 (Mariner). It shall be relocated, at the District's discretion, to either the District's Fire Station No. 10 (156<sup>th</sup> Street Station) or No. 23 (Lake Serene) and will be under the command of the District.

4.2 The District will be responsible for fuel and maintenance costs, etc.

5. **Staffing of the Ladder Truck.** The Ladder Truck will be staffed 24/7 with a minimum of three (3) personnel comprised of an officer and two FF/EMTs supplied by the District.

6. **Emergency Command Services.** The District will provide its Battalion Chief (commonly referred to as "Battalion 11") [herein referred to as the "Battalion Chief"] for the purposes set forth in this Agreement.

6.1 The Battalion Chief will provide standard fire service emergency command services to the City. This shall be limited to the Incident Commander, Command Staff, General Staff, or Division / Group Supervisor functions.

7. **Staffing Exceptions.** Exceptions to the Minimum Staffing Level may occur in unusual circumstances such as where there is a significant emergency event(s) in the District, the City, or other areas which are under a mutual aid agreement.

8. **Concurrent Emergencies.** It is understood and agreed by the parties that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers and automatic and/or mutual aid agreements. Nothing herein shall require the District to respond first within the City as opposed to other areas protected by the District. Rather, the parties recognize that responses to concurrent emergencies shall be determined by the District based upon the District's operational judgment and without regard to where the concurrent emergencies occur.

9. **Compensation.** The City shall pay the District an annual fee ("Compensation") for each year of this Agreement as compensation for the services provided herein.

9.1 **Initial Term.** During the Initial Term, no Compensation shall be due from the City. Rather, in lieu of a cash payment, the City shall transfer ownership of its Ladder Truck VIN # 4ENDABA86N1009933, Make Emergency One Ladder Truck Model 95' elevating platform, Year 1992, with all equipment thereon included) to the District, effective upon mutual execution of this Agreement. The District shall be responsible for the sales tax associated with the transfer of ownership. The District has, prior to the execution of this Agreement, had the Ladder Truck appraised and inspected and will accept the Ladder Truck "as is" and without any warranty. The Ladder Truck shall be transferred to the District in the same condition it was in during the inspection and appraisal. The District shall be responsible for costs of title and licensing transfer.

9.2 **Renewal Terms.** At least one hundred eighty (180) days prior to the end of the Initial Term or any subsequent Renewal Term, as applicable, the parties shall begin

negotiations to establish the Compensation to be paid to the District for the upcoming Renewal Term. Upon reaching an agreement, the parties shall execute an Addendum to this Agreement describing the Compensation to be paid during the upcoming Renewal Term. If the parties have not mutually executed such an Addendum at least thirty (30) days before the commencement date of the upcoming Renewal Term, then notwithstanding anything to the contrary herein, this Agreement shall automatically terminate on the last day of the then current term.

9.2.1 In order to facilitate the parties' negotiations concerning the Compensation to be paid during each Renewal Term, the fire chiefs for the parties shall endeavor to develop a mutually agreeable financial model which specifies those costs that are properly chargeable to the City. If the parties reach agreement regarding the financial model, the parties may amend this agreement to incorporate it herein.

10. **Additional Benefits.** This Agreement is not intended to restrict the Parties from achieving or pursuing any additional benefits that may be realized in conjunction with this Agreement, provided that the process is mutually approved by the fire chiefs of the Parties hereto.

11. **Further Regionalization Efforts/Regionalization Committee.** During the term of this Agreement, the Parties agree to meet and engage in regular discussions and consideration of mutually beneficial sharing of operational resources and provision of regional fire and EMS service. This is a material element of consideration for each Party entering into this Agreement. Therefore, the Parties hereby authorize the creation of a five (5) person Regionalization Committee. The Regionalization Committee shall be comprised of elected officials from each Jurisdiction as follows: three (3) elected officials from Mukilteo and two (2) commissioners from the District. The Regionalization Committee shall also be comprised of one designated staff and one member from each IAFF local. The Regionalization Committee shall meet at least once every two (2) months, with the first meeting to be held in January, 2011 or within thirty (30) days of the mutual execution of this Agreement, whichever is sooner for a continuous three years and then by mutual consent.

11.1 The Regionalization Committee shall have no authority to bind any of Jurisdictions to a commitment requiring a financial expenditure. Rather, the purpose of the Regionalization Committee is to explore ideas and opportunities for further regionalization efforts for the benefit of the Jurisdictions' taxpayers.

11.2 The Regionalization Committee shall include regular participation and presentations by appropriate staff from each Jurisdiction (e.g., fire chiefs, administration officials and labor representatives) concerning the provision of fire and EMS services within their Jurisdictions and opportunities and recommendations for further regionalization in any form allowed by law, including, but not limited to, the following:

- Interlocal Agreements for Services
- Joint Operating Agreements
- Mergers
- Annexations and Reverse Annexations
- Regional Fire Authority

12. **Cross Release**. Except as specifically provided in this Agreement, the Parties do hereby forever release each other from any claims, demands, damages or causes of action related to damage to equipment or property owned by the Parties. It is the intent of the Parties to cover this risk with insurance.

13. **Interpretation**. Each Party has fully participated in drafting this Agreement. Therefore, any interpretation of this Agreement shall be based upon its fair meaning and the intent expressed herein without regard to who drafted the particular provision.

14. **Dispute Resolution**. In the event of any dispute arising between the Parties to this Agreement, such dispute shall be decided in Snohomish County Superior Court; provided, however, that the Parties shall endeavor to first resolve disputes by non-binding mediation.

15. **Notices**. All notices, demands, requests, consents and approvals which may, or are required to be given by any Party to any other Party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed in the United States mail and sent by certified mail, return receipt requested and postage prepaid to the Party. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original document.

16. **Amendment**. No modification, termination or amendment of this Agreement may be made except by a written agreement signed by a duly authorized elected official of each jurisdiction hereto.

17. **Captions**. The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

18. **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. **Counterparts**. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

20. **Additional Acts**. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any Party hereto, the Parties hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect the purposes of this Agreement.

21. **Recording.** Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Snohomish County Auditor immediately after execution by all Jurisdictions hereto.

22. **Governing Law.** This Agreement, and the right of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the Parties agree that in any such action venue shall lie exclusively in Snohomish County, Washington.

23. **Entire Agreement.** The entire agreement between the Parties concerning the matters expressed herein is contained in this Agreement; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

24. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

25. **Indemnification and Liability.** The District agrees to protect, defend and indemnify the City, its officers, officials, employees and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages, arising out of or in any way resulting from the negligent conduct associated with the services performed under this Agreement by the District, its employees, and agents. The District's obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the District's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the City only, and only to the extent necessary to provide the City with a full and complete indemnity of claims made by the District's employees. The parties acknowledge that these provisions were specifically negotiate and agreed upon by them.

26. **Termination and Return of Assets.** In the event the District materially fails to provide the services herein and the District fails to cure such failure after twenty (20) days written notice from the City, the District shall, at its option, (i) reconvey the Ladder Truck to the City or (ii) retain the Ladder Truck and pay the City the amount of Seventy-Five Thousand Dollars (\$75,000) annually for each year remaining in the Agreement, with such amount prorated for any partial year.

**IN WITNESS WHEREOF**, this Agreement is duly executed as follows:

DATED this 9 day of September, 2011.

**SNOHOMISH COUNTY FIRE  
PROTECTION DISTRICT NO.1**

  
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David Chan, Chairman

INTERLOCAL AGREEMENT FOR LADDER  
TRUCK/BATTALION CHIEF RESPONSE/COMMAND - 6

Mukilteo 2<sup>nd</sup> draft March 3, 2011

**CITY OF MUKILTEO**


  
\_\_\_\_\_  
Joe Marine, Mayor

Approved as to Form:

  
\_\_\_\_\_  
Mukilteo City Attorney

Date: 9/6/2011

Approved as to Form:

  
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Richard A. Davis III  
Chmelik Sitkin & Davis P.S.  
Attorney for Snohomish County Fire  
Protection District No. 1

Date: 9/14/11

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**INTERLOCAL AGREEMENT FOR LADDER  
TRUCK/BATTALION CHIEF RESPONSE/COMMAND - 7**

Mukilteo 2<sup>nd</sup> draft March 3, 2011