

## **ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** (the "Assignment Agreement") is entered into this 1st day of October, 2017, by and between the City of Lynnwood, a Washington municipal corporation (the "**Assignor**"), the City of Mukilteo, a Washington municipal corporation (the "**Contracting Entity**"), and South Snohomish County Fire & Rescue Regional Fire Authority (the "**Assignee**").

**WHEREAS**, Assignor and Contracting Entity entered into a contract dated July 21, 2009 (the "Contract"), a copy of which is attached hereto as ***Exhibit A***; and

**WHEREAS**, Assignor has, as of October 1, 2017, ceased to operate a fire department and instead has transferred its fire suppression and EMS operations—including the ALS and fire protection services identified in the Contract—to the newly formed South Snohomish County Fire & Rescue Regional Fire Authority (the "Authority") pursuant to Chapter 52.26 RCW; and

**WHEREAS**, pursuant to RCW 52.26.100, all functions and duties of the Assignor are to be transferred to the Authority upon its creation.

**NOW, THEREFORE**, the parties agree as follows:

1. **Assignment and Assumption.** Assignor's interest in the Contract is hereby assigned to the Assignee, and by entering into this Assignment Agreement the Authority hereby accepts said assignment and agrees to assume said interests, duties, and obligations.
2. **Notice.** Any notices to be provided to Assignor under the Contract shall, commencing on October 1, 2017 be given as follows:

South Snohomish County Fire & Rescue Regional Fire Authority  
12425 Meridian Ave.  
Everett, WA 98208

3. **Consent of Contracting Entity.** The Contracting Entity hereby consents to this Assignment Agreement and the terms and conditions set forth herein.
4. **Other Terms and Conditions.** All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the day and year first above written.

**SOUTH SNOHOMISH COUNTY FIRE  
& RESCUE REGIONAL FIRE AUTHORITY**

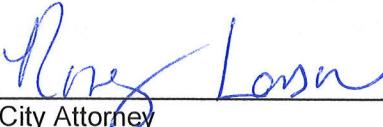
By:   
Fire Chief

**CITY OF LYNNWOOD**

By:   
Mayor

Attest:   
City Clerk

Approved as to form:

By:   
City Attorney

**CITY OF MUKILTEO**

By:   
Mayor

Attest:   
City Clerk

Approved as to form:

By:   
City Attorney

*Exhibit A*

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LYNNWOOD AND THE CITY OF  
MUKILTEO REGARDING ADVANCED LIFE SUPPORT LICENSING AND FIRE/EMS  
SERVICES**

**An Interlocal Agreement Between  
The City of Lynnwood and  
The City of Mukilteo  
Regarding Advanced Life Support Licensing and Fire/EMS Services**

8 This is an Interlocal Agreement (ILA) between the City of Lynnwood, a Washington municipal  
9 corporation, hereinafter referred to as "Lynnwood", and the City of Mukilteo, a Washington  
10 municipal corporation, hereinafter referred to as "Mukilteo".

## Recitals

- A. **WHEREAS**, the Cities of Lynnwood and Mukilteo are regional partners and participate with other southwest Snohomish County jurisdictions in automatic fire and EMS mutual aid; and
- B. **WHEREAS**, Lynnwood, through its Fire Department, has developed an Advanced Life Support (ALS) services program; and
- C. **WHEREAS**, both parties are considering annexation proposals that would create adjoining municipal boundaries, either now or in the future; and
- D. **WHEREAS**, the parties hereto recognize the efficiencies and economic advantages to be gained from sharing Medical Services Oversight and Battalion Chief services and costs; and
- E. **WHEREAS**, alignment of Lynnwood and Mukilteo ALS services program management enhances the capacity in the region, benefiting both parties;

NOW, THEREFORE, in consideration of payment, covenants and agreements, hereinafter mentioned, the parties covenant and agree as follows:

## Articles

1. Authority. The parties to this Agreement, exercising the powers granted them by statute, enter into this Agreement under the provisions of the Interlocal Cooperation Act, Chapter 39.34 RCW.
2. Duration and Termination. This Agreement consists of four separate parts, (1) ALS Licensing, (2) Medical Services Oversight, (3) Battalion Chief Coverage and (4) Southern Mukilteo Area Contract Fire and EMS Response. The following parts are available as stand-alone portions of the Agreement unless specifically noted in each term outlined below. Each part shall commence and terminate as follows:

1                   a. PART 1. Advanced Life Support (ALS) Licensing

2  
3                   The term of this section of the Agreement, Washington State Verification ALS  
4                   Licensing, shall commence on July 1, 2009 and continue through June 30, 2029, at  
5                   which time the term may be renewed for a second, consecutive twenty (20) year  
6                   term. A notice of intent to renew the term of this part of the Agreement must be  
7                   given in writing by either party before January 1, 2029 in order to extend the  
8                   Agreement.

9  
10                  After the initial five (5) years of the first term of the Agreement related to this subject  
11                  between the parties, either party can terminate the Agreement, subject to a one (1)  
12                  year written notice to the other party. Either party can terminate this section of the  
13                  Agreement for cause by using the provisions outlined in Section 8, Dispute  
14                  Resolution, or by mutual consent as outlined in Section 9. Unless otherwise agreed  
15                  to by the parties, it shall be a requirement that if Part 1 is in effect, Part 2, below must  
16                  also be in effect. It is understood by the parties that the City of Mukilteo Fire  
17                  Department will seek to obtain its own ALS license within the initial term of the  
18                  Agreement, and that the Lynnwood Medical Services Administrator (MSA) will  
19                  provide appropriate assistance to Mukilteo in this process.

20  
21                  b. PART 2. Medical Services Oversight

22  
23                  The term of this section of the Agreement, Medical Services Oversight, shall  
24                  commence on July 1, 2009 and continue through June 30, 2014, at which time the  
25                  term will automatically renew for a second, consecutive five (5) year term unless  
26                  notice is given in writing by either party before January 1, 2014 that the party does  
27                  not desire an automatic renewal to occur. Either party can terminate this section of  
28                  the Agreement for cause by using the provisions outlined in Section 8, Dispute  
29                  Resolution, or by mutual consent as outlined in Section 9. The parties agree that in  
30                  the event that the City of Mukilteo obtains its own Washington State Verification ALS  
31                  license during the term of this Agreement that it is permissible for Part 2 of the  
32                  Agreement to remain in full force and effect without inclusion of Part 1, subject to the  
33                  approval of the MSA and Medical Program Director (MPD).

34  
35                  c. PART 3. Battalion Chief Services

36  
37                  The term of this section of the Agreement, Battalion Chief (B/C) Services, shall  
38                  commence on January 1, 2010 (subject to bargaining) and continue through  
39                  December 31, 2029, at which time renewal may be mutually agreed upon for a  
40                  second, consecutive twenty (20) year term. After the initial five (5) years of the first  
41                  term of the Agreement related to this subject between the parties, either party can  
42                  terminate the Agreement, subject to a one (1) year written notice to the other party.  
43                  Intent to renew must be given in writing by either party before January 1, 2029 to  
44                  determine the term of a successor Agreement. Either party can terminate this section  
45                  of the Agreement for cause by using the provisions outlined in Section 8, Dispute  
46                  Resolution, or by mutual consent as outlined in Section 9.

47  
48                  d. PART 4. Southern Mukilteo Area Fire and EMS Response

49  
50                  The term of this section of the Agreement, Southern Mukilteo Area Contract Fire and  
51                  EMS Response, shall commence at 12:01 a.m. on the effective date of the  
52                  Lynnwood annexation and continue for a period of five (5) consecutive years, at

1 which time it will automatically renew for a second, consecutive five (5) year term  
2 unless notice is given in writing by either party no less than one (1) year prior to the  
3 date of expiration. Either party can terminate this section of the Agreement for cause  
4 by using the provisions outlined in Section 8, Dispute Resolution, or by mutual  
5 consent as outlined in Section 9. This provision is dependent upon the approval of  
6 both the Lynnwood and Mukilteo annexations.  
7

8 Additionally, Mukilteo can exercise its right to provide Fire and EMS services within  
9 its jurisdiction by providing a fire station appropriately located to meet its first due  
10 response obligations. Mukilteo will declare its intent to terminate this part of the  
11 Agreement with Lynnwood in writing no less than one (1) year prior to the date at  
12 which Mukilteo will have the station fully staffed and operational.  
13

14 3. Scope of Services.

15 a. PART 1. Advanced Life Support Licensing Lynnwood will provide Mukilteo  
16 with the authority to operate under its Washington State Verification ALS  
17 License subject to the following:  
18 i. Lynnwood's designated Medical Program Director shall provide medical  
19 supervision for Mukilteo paramedic services.  
20 ii. Lynnwood MSA shall have full authority to recommend corrective actions,  
21 prescribe required training or other requirements as determined by  
22 him/her in concert with the MPD to ensure a quality EMS delivery system  
23 within Lynnwood and Mukilteo.  
24 iii. The MSA will co-coordinate the Mukilteo Fire Department EMS program  
25 with the Mukilteo Assistant Chief of Operations by:  
26 1. Providing consultation and direction in department licensing,  
27 credentialing, protocol administration, delivery of best practices,  
28 2. Represent Mukilteo for EMS issues both locally and regionally,  
29 3. Coordinate certification/recertification of EMT's and Paramedics,  
30 4. Chair the Monthly Run Review in-service with MPD,  
31 5. Facilitate paramedic business meetings,  
32 6. Data analysis for reporting performance,  
33 7. Providing an Annual EMS report, and  
34 8. Assist Mukilteo in the ALS licensing process.  
35

36 b. PART 2. Medical Services Oversight

37 i. Lynnwood will provide a Medical Services Officer (MSO), at the rank of  
38 Captain (subject to bargaining between Lynnwood and IAFF L1984). This  
39 officer would be a union-represented Lynnwood employee assigned to a  
40 day-staff administrative position operating under the Lynnwood MSA and  
41 would provide the following services to both Lynnwood and Mukilteo:  
42  
43 1. Facilitate regular ongoing clinical practice and training for Mukilteo  
44 paramedics consistent with clinical practice and training received  
45 by Lynnwood paramedics, including and not limited to: monthly  
46 run reviews, quarterly paramedic business meetings, hospital  
47 clinical experience, monthly journal reviews and paramedic quick  
48 drills, and rotation of Mukilteo Paramedics to a Lynnwood Medic  
49 Unit as needed,  
50

2. Lynnwood will facilitate a Quality Improvement and Quality Assurance (QA) program for Mukilteo and Lynnwood consistent with Lynnwood's current program, to include the review of all Medical Incident Reports, patient surveys, outcome feedback to paramedics, run review by local MPD, benchmarks against Snohomish County's EMS QA Program as required,
3. ALS Training – Comprehensive Airway Class (CAM), facilitate Advanced Cardiac Life Support & Pediatric Advanced Life Support, ALS Quick Drills, Journal Review, equipment familiarization classes,
4. Basic Life Support (BLS) Training – Teach or facilitate Competency Based Training CBT training, EMT Quick Drills, CPR programs,
5. BLS QA – Monthly meetings, customer surveys, patient follow-ups, collect and report data to County QA Program,
6. Assist with medical supply ordering as needed,
7. Repair and retrieve EMS equipment from hospitals in conjunction with Mukilteo personnel,
8. Coordinate administration of flu vaccinations to Mukilteo City Employees,
9. Facilitate transport billing documentation with hospitals as necessary, and
10. Emergency Response for major events.

ii. Exchange of Personnel. It is the intent of the Agreement that Firefighter/Paramedics from each agency must participate in exchange of work locations, at intervals to be determined, between the two agencies. Each party will engage in impacts and/or effects bargaining as required pursuant to individual collective bargaining agreements (CBA) in place in order to allow such exchanges to occur.

c. PART 3. Battalion Chief Services

- i. The City of Lynnwood will provide a Battalion Chief assigned to 24-hour shift coverage who will jointly supervise Lynnwood and Mukilteo. This duty officer would be a union-represented Lynnwood employee quartered at a fire station located such that there would be a timely response into Mukilteo, and provide the following services:
  1. Emergency response command services at the same level as provided within Lynnwood,
  2. Post-incident analysis facilitation of performance on calls of significance, and recommendations as appropriate,
  3. Appropriate coordination with Mukilteo Fire Administration, and
  4. General supervision/coordination between operational personnel of both jurisdictions. Specific job duties will be determined by Lynnwood and Mukilteo Fire Chiefs or their designees, and collective bargaining issues will be jointly agreed upon between the jurisdictions and their IAFF locals.

1                   d. PART 4. Southern Mukilteo Area Fire and EMS Response

2

3                   i. The City of Lynnwood will provide emergency fire and EMS services

4                   primary response coverage to Mukilteo's southern and eastern

5                   annexation areas that are located within the station service area (see

6                   Appendix A). The station will be located to serve both Lynnwood and

7                   Mukilteo. Daily staffing will include a cross-staffed Engine and Aid car

8                   with a minimum of three (3) personnel certified as EMT or higher level.

9                   Response time goals will be consistent with those that Lynnwood

10                  provides within the City of Lynnwood (see Appendix B).

11                  ii. Lynnwood will train, equip, house and supervise these personnel, at its

12                  sole expense in consideration of the compensation paid by Mukilteo for

13                  this service as provided in section 8d below.

14                  iii. Mukilteo will provide a two-paramedic staffed Medic unit at Station 25 to

15                  provide ALS transport service in concert with the Medic Seven unit(s)

16                  operated by Lynnwood. In the event that Lynnwood staffs one (1)

17                  Paramedic at the 156<sup>th</sup> station, it will be an assessment unit, and not a

18                  Medic unit as defined by Lynnwood City Resolution 2000-11.

19

20                  4. Compensation. For the period beginning July 1, 2009 through December 31,

21                  2009, Mukilteo will pay 100% (both the Mukilteo and Lynnwood portions) of the costs for

22                  any parts of the Agreement in effect. Thereafter, the parties will pay for the costs of the

23                  parts of this Agreement in effect as follows:

24

25                  a. PART 1. Advanced Life Support Licensing

26

27                  i. Mukilteo will pay:

28                   1. Fifty percent (50%) of the current Lynnwood and Mukilteo Deputy

29                   MPD contract fee.

30                   2. Its own expenses related to personnel recertification fees as well

31                   as Snohomish County EMS fees.

32

33                  b. PART 2. Medical Services Oversight

34

35                  i. Mukilteo and Lynnwood will each pay fifty percent (50%) of the base

36                  salary and benefits for the MSO at the current rate outlined in the

37                  collective bargaining agreement (IAFF L1984 and Lynnwood). A copy of

38                  the CBA will be provided to Mukilteo upon ratification. In the event that

39                  Mukilteo requires overtime for the MSO, a quarterly billing for overtime

40                  costs will be submitted by Lynnwood and will be due within thirty (30)

41                  days of receipt.

42                  ii. An administrative fee of three thousand five hundred dollars (\$3,500) per

43                  year. This section 4 (b)(ii) of the Agreement shall be subject to a five

44                  percent (5%) annual increase.

45                  iii. Lynnwood will provide uniforms and equipment, a vehicle, fuel and office

46                  space for the MSO at LFD headquarters in consideration of the

47                  administrative fee compensation paid by Mukilteo as provided in section 4

48                  (b)(ii).

49

1                   c. PART 3. Battalion Chief Services

2

3                   i. Mukilteo and Lynnwood will each pay fifty percent (50%) of the base  
4                   salary and benefits for the three (3) shift Battalion Chiefs at the current  
5                   rate outlined in the (IAFF L1984 and Lynnwood) collective bargaining  
6                   agreement. A copy of the CBA will be provided to Mukilteo upon  
7                   ratification. In the event that Mukilteo requires overtime for the Battalion  
8                   Chiefs, a quarterly billing for overtime costs will be submitted by  
9                   Lynnwood and will be due within thirty (30) days of receipt.  
10                   ii. Lynnwood will provide uniforms and equipment, a vehicle and quarters for  
11                   the Battalion Chiefs in consideration of compensation paid by Mukilteo as  
12                   provided in sections 4 (b)(ii) and 4(d)(i).  
13                   iii. A fuel surcharge of \$750 will be added annually.

14                   d. PART 4. Southern Mukilteo Area Fire and EMS Response

15

16                   i. Mukilteo will pay an annual contract service fee of five hundred thousand  
17                   dollars (\$500,000) for services provided to the southern Mukilteo  
18                   annexation area served by Lynnwood.  
19                   ii. Lynnwood will train, equip, house and supervise these personnel in  
20                   consideration of the compensation paid by Mukilteo for this service as  
21                   provided in section 4(d)(i).  
22                   iii. Lynnwood shall remit all ALS and BLS transport fees collected in the  
23                   annexation area (Appendix A) quarterly. The collection of transport fees  
24                   shall only apply to the station providing contracted service and shall not  
25                   apply to other responding Lynnwood fire stations.  
26

27

28                   e. Payments for services described above will be paid in four (4) equal quarterly  
29                   installments due on the first day of January, April, July and October of each  
30                   year. Payments shall be considered late if not in receipt by the City of  
31                   Lynnwood within thirty (30) days after the due date and will constitute a material  
32                   breach of contract. In the event of a breach for nonpayment, Lynnwood may  
33                   withdraw all services contained herein without penalty.  
34

35                   5. Evaluation and Inspection. Lynnwood and Mukilteo agree to cooperate in the  
36                   evaluation of both the program and personnel performance components related to the provision  
37                   of ALS and fire suppression services; and the MSO and Battalion Chief Services. Either party  
38                   may request, and the other party shall provide in a timely fashion, any information it deems  
39                   necessary to accomplish this evaluation. In addition, under the terms of the EMS licensing  
40                   agreement of the City of Lynnwood, there may be specific personnel and performance  
41                   management criteria that will need to be measured or other requirements per state law or the  
42                   Performance Measurement and Results Act (PMRA). The parties agree to comply with any  
43                   requirements placed upon them under the conditions of the ALS licensing process. These  
44                   requirements shall be disclosed to Mukilteo as Lynnwood is made aware of them.

45                   6. Hold Harmless and Indemnification.

46

47                   a. Mukilteo agrees to protect and save Lynnwood, its elected and appointed  
48                   officials, agents and employees while acting within the scope of their duties as  
49                   such, harmless and against all claims, demands and causes of action of any  
50                   kind or character, including the cost of defense thereof, arising out of services  
51                   performed or omissions of services or in any way resulting from the willful or

negligent acts or omissions of Mukilteo and/or its agents, employees, subcontractors or representatives pursuant to this Agreement.

- b. Lynnwood agrees to protect and save Mukilteo, its elected and appointed officials, agents and employees while acting within the scope of their duties as such, harmless and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising out of services performed or omissions of services or in any way resulting from the willful or negligent acts or omissions of Lynnwood and/or its agents, employees, subcontractors or representatives pursuant to this Agreement.
- c. In the event of concurrent negligence between Lynnwood and Mukilteo, each party shall bear its proportionate responsibility based upon degree of fault.
- d. Lynnwood and Mukilteo each agree that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of this Agreement. It is expressly understood and agreed by the parties hereto that no liability shall attach to Lynnwood or to Mukilteo by reason of entry into this Agreement except as expressly provided herein. No joint venture or partnership is formed as a result of this Agreement.

7. Administration. The administration of this Agreement shall be the responsibility of the Fire Chiefs from Lynnwood and Mukilteo or their designees, and they shall ensure compliance with the performance of each part of the Agreement. The parties shall direct concerns related to the performance of specific parts of the Agreement through the appropriate chain of command.

8. **Dispute Resolution.** Disputes regarding the rights or obligations of the parties to this Agreement shall be resolved first through mediation by the Judicial Arbitration and Mediation Service (JAMS). Each party shall bear its cost incurred in mediation. Should mediation fail, either party may request binding arbitration by a member of JAMS (other than the mediator) according to JAMS Streamlined Arbitration Rules and Procedures. The arbitrator shall have authority to award a reasonable attorney's fee to the prevailing party.

9. Integrated Agreement. This Agreement, including any attachments, integrates all prior oral and written representations between the parties, and it is the complete agreement between the City of Lynnwood and the City of Mukilteo. This Agreement may only be amended in writing and only if such writing is signed by mutual consent of both parties.

10. Interpretation and Venue. This Agreement shall be interpreted and construed according to the law of the State of Washington. The headings of sections of this Agreement are for convenience or reference only, and are not intended to restrict, affect, or be of any weight, in the interpretation or construction of the provisions of such sections. Any judicial action to enforce this Agreement shall be brought in Snohomish County, Washington.

11. Notices. Any notice to be given, document to be delivered by either party to the other, shall be delivered in person or mailed by certified mail and addressed to the City or Owner at the following addresses:

**City of Lynnwood**  
Attn: Finance Director/City Clerk  
19100 44<sup>th</sup> Ave W.  
Lynnwood, WA 98036

**City of Mukilteo**  
Attn: City Administrator  
11930 Cyrus Way  
Mukilteo, WA 98275

Any party may, by written notice to the other, designate a different address or designee.

12. **Attorney's Fees.** If any suit or other court action is instituted in connection with any controversy arising under this Agreement, the prevailing party shall be entitled to recover all of its costs, expenses, and a reasonable attorney's fees, including such costs and fees upon appeal.

13. **Benefit.** This Agreement shall not be construed to provide any benefits to third parties, and neither party shall assign this Agreement.

14. Liability. Each party shall be solely responsible for the acts or failure to act of its employees occurring during or arising in any way out of the performance of this Agreement, and shall release, defend and indemnify the other party, its officers and employees, with respect to all claims, losses, expenses and damages incurred as a result of the party's acts or omission related to the performance of this Agreement.

15. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

16. Recording. This Agreement shall be recorded by Lynnwood with the Snohomish County Auditor following its execution by the parties.

## CITY OF MUKILTEO

Dated this 21<sup>st</sup> day of July, 2009.

By Joe Marine  
Joe Marine, Mayor

ATTEST:

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Christina J. Boughman, City Clerk

APPROVED AS TO FORM:

Angela S. Belbeck  
Angela S. Belbeck, City Attorney

1  
2  
3 **CITY OF LYNNWOOD**  
4

5 Dated this 21<sup>st</sup> day of July, 2009.  
6

7 By Don Gough  
8 Don Gough, Mayor  
9

10 ATTEST:

11 John Moir  
12 John Moir, Finance Director  
13

14 APPROVED AS TO FORM:

15 Eric Frimodt  
Eric Frimodt, City Attorney  
16

## APPENDIX A – Southern Mukilteo Area Coverage Area

### An Interlocal Agreement Between The City of Lynnwood and The City of Mukilteo Regarding Advanced Life Support Licensing and Fire/EMS Services

The following SnoCom ¼-mile grids shall be used for response into the City of Mukilteo for the use of this agreement.

#### Grid Number

607  
608  
609  
610  
611  
612  
657  
658  
659  
660  
661  
662  
707  
708  
709  
710  
713  
757  
763  
764

Grids may be partial to reflect the Mukilteo jurisdictional boundary. The grids may be adjusted by joint written agreement of the Fire Chiefs of both fire departments as necessary. In no event shall the City of Lynnwood be obligated to provide first response coverage within a grid area that is outside the boundaries of the City of Mukilteo and/or the City of Lynnwood.

## **Appendix B – Lynnwood Service Goals and Objectives**

### **An Interlocal Agreement Between The City of Lynnwood and The City of Mukilteo Regarding Advanced Life Support Licensing and Fire/EMS Services**

**Fire Suppression** - Arrive within 7 minutes 90% of the time.

**EMS** – Arrive within 5.8 minutes 90% of the time

**Hazardous Materials / Special Operations** – Arrival and set up in Level A Personal Protective Equipment within 30 minutes 90% of the time.

**Technical Rescue / Special Operations** – Begin Technical Rescue Operations with trained and certified personnel with 30 minutes 90% of the time.