

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

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

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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

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

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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.

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16 a. PART 1. Advanced Life Support Licensing Lynnwood will provide Mukilteo
17 with the authority to operate under its Washington State Verification ALS
18 License subject to the following:

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

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37 b. PART 2. Medical Services Oversight

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39 i. Lynnwood will provide a Medical Services Officer (MSO), at the rank of
40 Captain (subject to bargaining between Lynnwood and IAFF L1984). This
41 officer would be a union-represented Lynnwood employee assigned to a
42 day-staff administrative position operating under the Lynnwood MSA and
43 would provide the following services to both Lynnwood and Mukilteo:
44

- 45 1. Facilitate regular ongoing clinical practice and training for Mukilteo
46 paramedics consistent with clinical practice and training received
47 by Lynnwood paramedics, including and not limited to: monthly
48 run reviews, quarterly paramedic business meetings, hospital
49 clinical experience, monthly journal reviews and paramedic quick
50 drills, and rotation of Mukilteo Paramedics to a Lynnwood Medic
51 Unit as needed,

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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 156th 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:

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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.
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33 b. PART 2. Medical Services Oversight

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- 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
15 d. PART 4. Southern Mukilteo Area Fire and EMS Response

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

46 6. Hold Harmless and Indemnification.

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

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

- 3
4 b. Lynnwood agrees to protect and save Mukilteo, its elected and appointed
5 officials, agents and employees while acting within the scope of their duties as
6 such, harmless and against all claims, demands and causes of action of any
7 kind or character, including the cost of defense thereof, arising out of services
8 performed or omissions of services or in any way resulting from the willful or
9 negligent acts or omissions of Lynnwood and/or its agents, employees,
10 subcontractors or representatives pursuant to this Agreement.
11 c. In the event of concurrent negligence between Lynnwood and Mukilteo, each
12 party shall bear its proportionate responsibility based upon degree of fault.
13 d. Lynnwood and Mukilteo each agree that it is financially responsible (liable) for
14 any audit exception which occurs due to its negligence or failure to comply with
15 the terms of this Agreement. It is expressly understood and agreed by the
16 parties hereto that no liability shall attach to Lynnwood or to Mukilteo by reason
17 of entry into this Agreement except as expressly provided herein. No joint
18 venture or partnership is formed as a result of this Agreement.

19
20 7. Administration. The administration of this Agreement shall be the responsibility
21 of the Fire Chiefs from Lynnwood and Mukilteo or their designees, and they shall ensure
22 compliance with the performance of each part of the Agreement. The parties shall direct
23 concerns related to the performance of specific parts of the Agreement through the appropriate
24 chain of command.

25
26 8. Dispute Resolution. Disputes regarding the rights or obligations of the parties to
27 this Agreement shall be resolved first through mediation by the Judicial Arbitration and
28 Mediation Service (JAMS). Each party shall bear its cost incurred in mediation. Should
29 mediation fail, either party may request binding arbitration by a member of JAMS (other than the
30 mediator) according to JAMS Streamlined Arbitration Rules and Procedures. The arbitrator shall
31 have authority to award a reasonable attorney's fee to the prevailing party.

32
33 9. Integrated Agreement. This Agreement, including any attachments, integrates all
34 prior oral and written representations between the parties, and it is the complete agreement
35 between the City of Lynnwood and the City of Mukilteo. This Agreement may only be amended
36 in writing and only if such writing is signed by mutual consent of both parties.

37
38 10. Interpretation and Venue. This Agreement shall be interpreted and construed
39 according to the law of the State of Washington. The headings of sections of this Agreement are
40 for convenience or reference only, and are not intended to restrict, affect, or be of any weight, in
41 the interpretation or construction of the provisions of such sections. Any judicial action to
42 enforce this Agreement shall be brought in Snohomish County, Washington.

43
44 11. Notices. Any notice to be given, document to be delivered by either party to the
45 other, shall be delivered in person or mailed by certified mail and addressed to the City or
46 Owner at the following addresses:

47
48 **City of Lynnwood**
49 Attn: Finance Director/City Clerk
50 19100 44th Ave W.
51 Lynnwood, WA 98036
52

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.

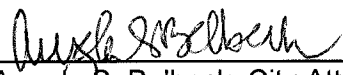
16. Recording. This Agreement shall be recorded by Lynnwood with the Snohomish Count Auditor following its execution by the parties.

CITY OF MUKILTEO

Dated this 21st day of July, 2009.

By 
Joe Marine, Mayor

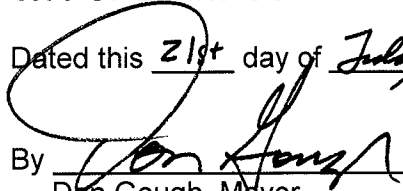
ATTEST; 
Christina J. Boughman, City Clerk

APPROVED AS TO FORM:

Angela S. Belbeck, City Attorney

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CITY OF LYNNWOOD

Dated this 21st day of July, 2009.

By 
Don Gough, Mayor

ATTEST;


John Moir, Finance Director

APPROVED AS TO FORM:


Eric Frimodt, City Attorney

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

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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.