

**ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** (the "Assignment Agreement") is entered into this 1st day of October, 2017, by and between Snohomish County Fire Protection District No. 1, a Washington municipal corporation (the "Assignor"), the City of Mukilteo, a municipal corporation (the "Contracting Entity"), and South Snohomish County Fire & Rescue Regional Fire Authority (the "Assignee").

**WHEREAS**, Assignor and Contracting Entity entered into an interlocal agreement for fire and emergency medical services dated November 1, 2016 (the "Contract"), a copy of which is attached hereto as *Exhibit A*; and

**WHEREAS**, Assignor has, as of October 1, 2017, ceased to operate and instead has been replaced by the newly formed South Snohomish County Fire & Rescue Regional Fire Authority (the "Authority") pursuant to Chapter 52.26 RCW; and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**

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

By: \_\_\_\_\_  
Fire Chief

By: \_\_\_\_\_  
Fire Chief

**CITY OF MUKILTEO**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney

*Exhibit A*

**INTERLOCAL PARTNERSHIP AGREEMENT FOR FIRE AND EMERGENCY MEDICAL  
SERVICES BETWEEN THE CITY OF MUKILTEO AND  
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1**

**INTERLOCAL PARTNERSHIP AGREEMENT FOR  
FIRE AND EMERGENCY MEDICAL SERVICES**

**THIS INTERLOCAL PARTNERSHIP AGREEMENT ("Agreement") by and between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1, a Washington municipal corporation (the "District"), and the CITY OF MUKILTEO, a Washington city (the "City"), is for the provision of fire and emergency medical service operations.**

**WHEREAS, the City and the District currently have an Interlocal Agreement regarding use of ladder truck and incident command services; and**

**WHEREAS, the City and District share a common border; and**

**WHEREAS, the City and District have already successfully implemented a series of intergovernmental agreements whereby the Mukilteo Fire Department and other fire protection agencies provide mutual and automatic aid within each other's boundaries by sharing resources to most efficiently deliver fire and emergency medical services to people residing and working within both jurisdictions and this agreement will not impede, but shall enhance pre-existing fire and EMS agreements between already aligned municipalities; and**

**WHEREAS, the purpose of this Agreement is to further advance intergovernmental cooperation between local governments in this region that will assist our respective fire protection agencies to jointly provide high quality, local fire and emergency medical services to our neighboring communities; and**

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

**WHEREAS, the City and District agree that a long-term agreement between the City and the District for fire and emergency medical services will benefit both the City and District and their stakeholders, especially given the fact that they are neighboring jurisdictions; and**

**WHEREAS, the City and the District are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into Interlocal Agreements which allow the District and the City to cooperate with each other to provide high quality services to the public in the most efficient manner possible;**

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

**I. Term**

- 1.1 Effective Date.** The Effective Date of this Agreement shall be the date this Agreement is executed by both parties and filed with the County Auditor or otherwise made available electronically pursuant to RCW 39.34.040.

- 1.2 **Commencement Date.** The Commencement Date of this Agreement shall be January 1, 2017.
- 1.3 **Term.** This Agreement shall continue in effect for a period of five (5) years from the Commencement Date, through December 31, 2021, unless terminated earlier as provided herein.
- 1.3.1 After the initial term, this Agreement shall automatically renew under the same terms and conditions for successive one (1) year periods unless terminated as provided herein.
- 1.3.2 In the event of a Material Breach of this Agreement, the parties shall, unless the parties mutually agree otherwise, continue to perform their respective obligations under this Agreement for a minimum of twelve (12) months after notice of the Material Breach (the "Wind Up Period"); provided that during the Wind Up Period, the parties shall coordinate their efforts to prepare for the transition. Further, the City will be responsible for all payments required herein until the conclusion of the Wind Up Period. "Material Breach" means (i) the District's consistent failure to perform as required under this Agreement, or (ii) the City's failure to timely pay the Contract Payment.

## II. Scope of Services

- 2.1 **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 City, twenty four hours a day, seven days a week. The District will be responsible for fuel and maintenance costs, etc.
- 2.2 **Battalion Chief.** The District agrees to provide a Battalion Chief to the City twenty four hours a day, seven days a week. The Battalion Chief will provide standard fire service emergency command services to the City. This service shall be limited to the Incident Commander, Command Staff, General Staff, or Division/Group Supervisor functions.

## III. Standards for Services

- 3.1 **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 via Automatic Vehicle Location (AVL). The parties recognize that responses to concurrent emergencies shall be determined based upon operational judgment and without regard to where the concurrent emergencies occur.
- 3.2 **Changes in Services.** During the term of this Agreement, Service changes may be mandated that are beyond the control of either party. Additionally, either party may desire to change the Services, including, but not limited to, those services identified in Article II, Scope of Services and Article III, Standards for Services herein. Where a Service change is to occur because of a change that is mandated by law, the parties shall renegotiate the Contract Payment. If a Service change is desired, then the parties

will renegotiate the Services and the corresponding change in the Contract Payment, if any, incurred as a result of the change in service. If the parties cannot reach agreement then the parties shall submit the dispute to non-binding mediation as provided herein.

#### **IV. Funding and Payment Terms**

- 4.1 Contract Payment.** The City shall annually pay the District a sum referred to as the Contract Payment for the services provided herein. The amount of the Contract Payment shall be determined as set forth in Exhibit A.
- 4.1.1 The Contract Payment shall be paid in equal quarterly installments on or before the following dates:
- a. First quarter payment due on January 15.
  - b. Second quarter payment due on April 15.
  - c. Third quarter payment due on July 15.
  - d. Fourth quarter payment due on September 15.
- 4.1.2 The parties agree that a Contract Administration Fee is included the cost model as identified in Exhibit A.
- 4.2 Contract Payment Renegotiation.** Annual Percent Increase Based on Labor Costs. The District shall submit to the City an annual revision to Exhibit A of this Agreement, which shall identify the Contract Payment for the ensuing year(s). The cost of Personnel identified in Exhibit A shall be adjusted as changes occur by the percentage increase in labor costs resulting from the negotiated labor agreement between the District and IAFF Local 1828; provided that the personnel cost shall increase from one labor agreement to the next no more than the greater of (i) the median increase in compensation of comparable fire agencies, (ii) the increase in the Consumer Price Index as measured by the CPI-W Seattle-Tacoma-Bremerton metropolitan area for the 12-month period ending June 30, or (iii) the percentage increase in compensation awarded by an interest arbitrator. The phrase "comparable fire agencies" shall refer to a list of comparable agreed upon by the Employer and Union through the collective bargaining process or the comparable accepted by an interest arbitrator in an interest arbitration proceeding.
- 4.3 Subsequent Years.** By September 1 of the current year, the District will provide to the City any changes in Contract Payment for the subsequent year, along with the rationale for such changes.
- 4.4 Adjustment Date Not Met.** If the labor agreement between the District and IAFF Local 1828 has not been finalized by December 31 of the year prior to the upcoming contract for service year (the "Adjustment Year"), the District Station Personnel costs and the District Indirect Costs will be adjusted upon execution of the labor agreement but will be

retroactive to January 1 of the Adjustment Year and paid by the City within 30 days of execution of the labor agreement.

#### **V. Governance Continuity and Oversight Reporting**

- 5.1 Reporting and Joint Committee.** The District Fire Chief and the City Fire Chief shall act as the administrators of this Agreement for purposes of RCW 39.34.030. During the term of this Agreement, the Fire Chiefs shall meet as often as necessary to review the effectiveness of this Agreement and any issues that arise hereunder. Additionally, two District board members and three City councilmembers, along with the Fire Chiefs and Mayor shall comprise a committee to meet at least once per calendar year on or before April 1 for the purpose of communicating about issues related to this Agreement.

#### **VI. Existing Agreements**

- 6.1 Mutual and Automatic Aid Agreements.** The parties currently have individual responsibilities and contractual obligations under their respective agreements with other fire agencies. The City and the District shall retain responsibility and obligations for the provision of mutual and automatic aid.
- 6.2 Coordination of Services.** The parties agree to coordinate their individual relationships with other entities and agencies so that the services under this Agreement will be provided in an efficient and cost-effective manner. The City and District agree to keep each other fully informed and advised as to any changes in their respective relationships with those entities or agencies, whether or not those changes impact the parties' obligations under this Agreement. Notice of any change in the relationship or obligations shall be provided to the other party in writing.
- 6.3 Adjustments.** The parties agree to meet and confer and make necessary adjustments to the scope of services under Article II herein, or to the Contract Payment, in the event that changes in their respective relationships with the entities or agencies identified herein impact the parties' obligations under this Agreement.
- 6.4 Disputes.** In the event that any dispute between the parties cannot be resolved by good faith negotiations between the parties, then the Dispute Resolution provisions of this Agreement shall apply.

#### **VII. Termination**

- 7.1** The parties acknowledge that either party may terminate this Agreement for a Material Breach of this Agreement which the breaching party fails to cure within a reasonable amount of time after receiving written notice from the non-breaching party.
- 7.2** In addition to terminating this Agreement for a Material Breach, either party may terminate this Agreement by providing the other party with one (1) year written notice of its intent to so terminate.

**7.3** The costs associated with terminating this Agreement shall be borne by the party who elects to terminate, or in the event of a Material Breach, by the breaching party. Provided that in the following circumstances, the costs of termination shall be apportioned as follows:

**7.3.1 Termination Because of State Law.** In the event that this Agreement is terminated due to a change in law, each party shall bear its own costs associated with the termination.

**7.3.2 Mutual Termination.** In the event that the parties mutually agree to terminate this Agreement, each party shall bear its own costs associated with the termination.

**7.4 Renewal.** The parties agree that six (6) months prior to the Expiration Date, the parties will meet to discuss the renewal of this Agreement. The parties will conduct good-faith conversations to determine if the parties can agree upon mutually acceptable renewal terms. The parties agree that any renewal of this Agreement must be reached on or before June 30, 2021.

**7.5 Mitigation.** The parties have an affirmative duty to mitigate their respective costs of termination, irrespective of the party who elects to terminate this Agreement and irrespective of the party who must bear the costs of termination.

#### **VIII. Other Issues**

**8.1 District Merger.** In the event that the District merges with or enters into an Interlocal agreement with any other fire district that is substantially equivalent to a merger or is a participating fire protection jurisdiction in a regional fire protection service authority (RFA) to which the City is not a party, then this Agreement, at the option of the District and/or the RFA, shall be assigned to the newly created fire district or RFA under the same conditions with City. However, prior to any merger or effective date of any Interlocal agreement or formation of an RFA, the District shall present the plan of merger to the City for informational purposes. In the event the District does not assign its rights under this Agreement to the RFA, the termination provisions of section 7.4 apply.

**8.2 Regional Fire Authority.** If the District and City are both participating fire protection jurisdictions in an RFA, this Agreement will terminate upon the formation of the RFA, as provided in RCW 52.26.070. Prior to the submission of an RFA plan to the voters, the City and District will meet and confer in good faith to plan for the transition in the event the RFA Plan is approved. Rejection of the RFA plan by voters will not affect this Agreement.

#### **IX. City and District Are Independent Municipal Governments**

**9.1 City and District are Independent Municipal Governments.** The parties recognize and agree that the parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically and without limiting the foregoing, the District shall



have the sole discretion and the obligation to determine the exact method by which the services are provided within the District and within the City.

- 9.2 No Preferential Service.** The City and the District shall assign the resources available to it without regard to internal political boundaries, but rather based upon operational judgment.
- 9.3 No Assumption of Liabilities or Obligations.** Except as expressly set forth herein, neither party shall be liable for any debts or obligations of the other.

## **X. Insurance**

- 10.1 Insurance.** For the duration of this Agreement, each party shall maintain insurance as follows:
- 10.1.1 Each party shall maintain its own insurance policy insuring damage to its own fire stations, real and personal property and equipment.
- 10.1.2 The City and the District shall each maintain an insurance policy insuring against liability for accidents occurring on their respective property. Such insurance policy shall be in an amount not less than two million dollars (\$2,000,000.00) per occurrence with a deductible of not more than \$5,000.
- 10.2 Hold Harmless.** To the extent each party's insurance coverage is not voided, each party agrees to defend and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of the negligent and intentional acts or omissions of such party's officers, officials, employees, and volunteers in connection with the performance of the Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- 10.3 Cross Release.** Except as specifically provided in this Agreement, and except in the event of breach of this Agreement, the District and the City 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 the insurance noted above.

## **XI. Dispute Resolution**

- 11.1 Non-Binding Mediation.** It is the intent of the City and District to resolve all disputes between them without litigation and by submitting such disputes to non-binding mediation. Excluded from mediation are issues related to the legislative authority of the City Council to make budget and appropriation decisions, or decisions to contract. Policy decisions of the City Council shall not be subject to litigation. The City and District shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the City and District. If the City and District cannot agree upon a mediator, the City and District shall submit the matter to the

Judicial Arbitration and Mediation Service (JAMS) or a similar dispute resolution service and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation as provided within this Agreement.

- 11.2 Litigation.** In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and attorneys' fees incurred by that party, and in the event any judgment is secured by such prevailing party, all such costs and attorneys' fees of collection shall be included in any such judgment. Jurisdiction and venue for this Agreement lie exclusively in Superior Court for Snohomish County, Washington. Each party expressly waives the right to a jury trial.

## **XII. Miscellaneous Provisions**

- 12.1 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 nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

**The District Secretary:  
Snohomish County Fire Protection District No. 1  
12425 Meridian Avenue  
Everett, WA 98208**

**City Clerk:  
City of Mukilteo  
11930 Cyrus Way  
Mukilteo, WA 98275**

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. 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.

- 12.2 No Benefit to Third Parties.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

- 12.3 Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.
- 12.4 Further Cooperation.** The parties shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.
- 12.5 Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and exhibits attached hereto; 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.
- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 Recording.** Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Snohomish County Auditor immediately after execution by the Parties.
- 12.11 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.
- 12.12 Indemnification and Liability.** To the extent covered by insurance herein, each party agrees to protect, defend and indemnify the other, its officers, officials, employees and agents from any and all costs, claims, claims for delay, judgments and/or awards of damage, arising out of or in any way resulting from the negligent conduct of the indemnifying party, its agents or employees arising out of this Agreement. In the event of proportional negligence between the District and City, the foregoing indemnification shall be limited to the extent of the indemnifying party's proportional negligence.

12.12.1 Each party's obligations under the foregoing indemnification 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 each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the other party with a full and complete indemnity of claims made by such party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

DATED this 1 day of November, 2016.

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

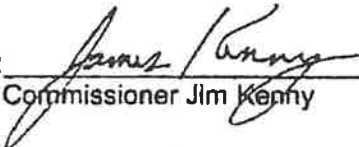
**CITY OF MUKILTEO**

By:   
Commissioner Jim McCaughy, Chair

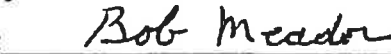
By:   
Jennifer Gregerson, Mayor

By:   
Commissioner David Chan

ATTEST:

By:   
Commissioner Jim Kenny

By:   
Janet Keefe, City Clerk

By:   
Commissioner Robert Meador

By: \_\_\_\_\_  
Commissioner Richard Schrock

**EXHIBIT A  
STATION COSTING MODEL**

The table below reflects the cost for 2017 and the model for determining costs for successive years.

| Station Personnel (FTE)       | FTE    | Average Wage &<br>Benefits per<br>Position | Total Labor<br>Cost per<br>Position |                   |
|-------------------------------|--------|--|-------------------------------------|-------------------|
| FTE Battalion Chiefs          | 4.582  | \$ 186,248                                 | \$ 853,388                          |                   |
| FTE Captains                  | 4.582  | \$ 161,593                                 | \$ 740,419                          |                   |
| FTE Firefighter/Paramedics    | 6.000  | \$ 147,936                                 | \$ 887,616                          |                   |
| FTE Firefighters              | 3.164  | \$ 133,343                                 | \$ 421,897                          |                   |
| Personnel                     | 13.746 |  |                                     |                   |
| FTE Factor                    | 4.582  |  |                                     | 14 Stations       |
| Station Staffing 24/7 On Duty | 3.000  |  | \$ 2,903,321                        | \$ 207,380        |
| Administrative Overhead       | 1%     |  | \$ 29,033                           | \$ 2,074          |
| Maintenance and Operations    | 0%     |  | \$ -                                | \$ -              |
| Apparatus Replacement         | 2017   |  | \$ 92,238                           | \$ 6,588          |
| <b>Total Contract Cost</b>    |        |  |                                     | <b>\$ 216,042</b> |