

**INTERLOCAL AGREEMENT  
BETWEEN  
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT #21  
AND  
CITY OF ARLINGTON  
FOR  
FIRE SERVICES**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into this 1st day of January, 2021, by and between **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT #21**, a Washington municipal corporation (the "District"), and the **CITY OF ARLINGTON**, a Washington municipal corporation (the "City"). The District and the City are referred to collectively as the "Parties" and individually as "Party."

**I. RECITALS**

**WHEREAS**, the Parties consider it to be in the best interest of the citizens they serve to explore and collaborate wherever feasible to improve efficiency and service delivery;

**WHEREAS**, the District contracts with the City to provide fire services for properties within its jurisdiction located within the AQ-W grids (the "Southern District Territory");

**WHEREAS**, in the past, the District made annual payments to the City for fire services in the Southern District Territory;

**WHEREAS**, in lieu of payment, the parties desire for the District to furnish BLS medical services within the City as provided herein, including an EMS unit ("Aid #50") that is fully staffed with two (2) emergency medical technicians as provided herein; and

**WHEREAS**, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the Parties 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, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**II. TERMS**

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which the District will provide a fully staffed EMS unit to the City and, in exchange, the City will provide fire protection services to the Southern District Territory as provided herein.
2. **Term.** This Agreement shall become effective on January 1<sup>st</sup> 2021.. All terms and conditions of the Agreement shall remain in full force and effect until December 31, 2021, or until terminated as otherwise provided herein, whichever occurs first.

2.1 **Renewal.** Prior to termination, the term of the Agreement may be renewed in ninety (90)-day increments by mutual written agreement.

2.2 **Termination.** Either Party may terminate this agreement by providing the other Party with sixty (60) days written notice of its intention to terminate.

2.3 **Payment.** For months when the District BLS unit is not operational, the City shall be compensated \$23,000.00 per month. This will occur in January and February and not expected in any other months.

2.4 **Regional Fire Authority.** The City of Arlington has a ballot measure before the voters in February of 2021 to join the North County Regional Fire Authority. If that measure is successful, this agreement will transfer to the NCRFA on August 1<sup>st</sup> 2021.

### 3. **EMS Unit and Staffing.**

3.1 **Aid #50.** The District shall provide the City with Aid #50. The District shall fully supply and equip Aid #50, including with two (2) SCBAs and sufficient personal protective equipment. The City shall station Aid #50 at Station 46, Station 47, or Station 48 at the City's option.

3.1.1 **Visual Identification.** Aid #50 shall be visually identified as "Arlington Rural / Snohomish County Fire District 21 - Aid #50."

3.1.2 **Maintenance.** The City shall loan the District a different EMS unit for use under this Agreement when routine maintenance and repair is required on Aid #50. This is intended to be on a short-term basis. In the event a loaned EMS unit is required for more than fourteen (14) days, the City and the District will meet and confer on how to proceed.

3.2 **Staffing.** The District shall fully staff Aid #50 on a 24/7 basis with two (2) employees with a minimum of EMT-B and FF1 certifications. The District may staff Aid #50 with part-time employees; provided, however, the Parties intend for the District to staff Aid #50 with a full-time employee for approximately eighty percent (80%) of shifts. The employees staffing Aid #50 will not be assigned to any other apparatus or duties except as provided herein. The City shall house the employees staffing Aid #50 at the same station as the Aid #50.

3.2.1 **Shifts.** The employees staffing Aid #50 shall ordinarily work twenty-four (24)-hour shifts. The City may release the employees staffing Aid #50 after a twelve (12)-hour shift – thereby putting Aid #50 out of service for twelve (12) hours; provided, however, the City must provide the District with forty-eight (48) hours' advance notice either by phone or email. In the event a FD #21 staff member is unable to work (sick/injury) the district shall backfill the position at its expense including moving personnel from station #49 to the city. If backfill is unsuccessful the City will assist with backfilling the position and charge the district for the full cost of labor. This is the least preferred option.

3.2.2 **Mutual Aid.** The employees staffing Aid #50 may be used in mutual aid staffing on non-EMS responses.

3.2.3 **Uniforms.** The employees staffing Aid #50 shall wear the District's uniforms.

3.2.4 **Discipline.** The employee staffing Aid #50 shall report and take direction from the City. However, the District is solely responsible for supervising the performance of such employees. The City shall promptly notify the District of any performance deficiencies or misconduct by employee(s) staffing Aid #50 so that the District may take appropriate action. All disciplinary action shall be the responsibility of the District.

3.3 **EMS Billing.** A City ESO tablet shall be used on all responses in BH and AQ-W grids for EMS responses and transports under this Agreement with revenue billed and collected by the City, except that a District ESO tablet shall be utilized in AQ-W grid numbers 2317A/B, 2318A/B, 2416, 2417A/B, 2418, 2419, 2420A/B/C/D, 2516, 2517, 2518, 2519A/B/C/D, 2520, 2521A, 2618, 2619, 2620A, 2718, 2719A/B/C/D, 2720C, 2818, 2819A, and 2918, where revenue shall be billed and collected by the District. The City ESO tablet shall be used on all mutual / automatic aid the City provides under this Agreement to all neighboring agencies except for the District. Revenue from GEMT (Ground Emergency Medical Transport) will be receivable by the agency who submitted the medical report for billing.

4. **Fire Services.** The City shall provide fire prevention and fire protection services to the Southern District Territory to the same extent and in the same manner as it provides such services to all other individuals, businesses, and local governments within its geographic service boundaries.

4.1 **Non-Emergent Incidents.** Extended duration, non-emergent incidents within the Southern District Territory requiring standby shall be transitioned to the District, including, without limitation, pipeline maintenance, landslides, power-line incidents, and wildland fire standby.

5. **Expenses.** The Parties shall bear their own separate expenses associated with this Agreement, including, without limitation, staffing, uniforms, maintenance, fuel, and supplies. The District will bear the cost of any repairs for damage to Aid #50, except to the extent caused by the City, or its employees or volunteers.

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

7. **Other EMS Agreement.** This Agreement shall not affect the Interlocal Agreement for Emergency Medical Services Agreement Regarding 2019-2022 Services dated January 29, 2019, which shall remain in effect.

8. **Not Employees of Other Party.** Nothing in this Agreement shall be interpreted as the City becoming the employer of the District's employees, or vice versa. The employee of each

Party shall remain an employee of that Party and subject to its collective bargaining agreement, if any.

9. **Mutual Cooperation.** This Agreement shall be implemented and administered by the Fire Chief from the District and the Fire Chief from the City, or their designees, who shall meet and confer as needed on any matters of mutual concern which involve this Agreement.

10. **Acts of Employees.** Each of the Parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement.

11. **Recording.** A copy of this Agreement shall be filed with the Snohomish County Auditor or posted on the website of either Party.

12. **Notices.** All notices, requests, demands, or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given if personally delivered or mailed, registered or certified mail, return receipt requested, postage pre-paid upon deposit in the United States mail and mailed to the Parties at the following addresses:

The District:	Snohomish County Fire Protection District #21 ATTN: Fire Chief 12131 228th Street Northeast Arlington, WA 98223
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The City:	The City of Arlington ATTN: Fire Chief 238 North Olympic Ave. Arlington, WA 98223
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The Parties agree that the addresses of all Parties to which notice shall be given may be changed at any time by written notice to the other Party.

13. **Independent Municipal Governments.** The Parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Nothing in this Agreement shall be construed to create a joint entity between the Parties.

14. **Indemnification.**

14.1 To the extent permitted by law, the District shall indemnify, hold harmless and defend the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the District, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit is based upon such a Claim is brought against the City, the District shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the City and its officers, agents, employees or any of them, or jointly against the City and the District and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the District, the District shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence

of the parties, then the District's obligation under this Section applies only to the extent of it negligence.

14.2 To the extent permitted by law, the City shall indemnify, hold harmless and defend the District and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit is based upon such a Claim is brought against the District, the City shall defend the same at its sole cost and expense; provided that the District retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the District and its officers, agents, employees or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the City, the City shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the City's obligation under this Section applies only to the extent of it negligence.

15. **No Benefit to Third Parties.** This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.

16. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties, and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

17. **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.

18. **Entire Agreement.** The entire agreement between the Parties hereto with respect to the services contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect thereto. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

**SNOHOMISH COUNTY FIRE PROTECTION  
DISTRICT #21**

By:   
Fire Commissioner - ERIC NORDSTROM

Date: 2/18/2021

**THE CITY OF ARLINGTON**

By:   
Barbara Tolbert, Mayor

Date: 2-17-21