

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

**THIS INTERLOCAL AGREEMENT FOR EMPLOYEE EXCHANGE** (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, 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; and

**WHEREAS**, the District desires to have the City assign a captain to work during the daytime hours with the District; and

**WHEREAS**, the City desires to have the District assign a firefighter to work a shift rotation with the Arlington Fire Department; 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 City will provide a daytime captain to the District and the District will provide a firefighter to the City.

2. **Term.** This Agreement shall become effective on **November 11, 2019**. All terms and conditions of the Agreement shall remain in full force and effect for three (3) years or until terminated as otherwise provided herein, whichever occurs first.

2.1 The Agreement may be renewed for consecutive twelve (12) month periods by mutual agreement by the Parties.

2.2 Either Party may terminate this agreement by providing the other Party with one hundred and eighty (180) days' written notice of its intention to terminate.

### **3. Daytime Firefighter Services.**

**3.1 Services.** The District shall provide a fulltime firefighter to the City (the "Borrowed Firefighter") to be assigned as a City firefighter. A Borrowed Firefighter shall be selected by the District and shall be assigned to the City for a period of one (1) year, after which time the District shall assign another firefighter to serve as the Borrowed Firefighter for a one (1) year term. The Borrowed Firefighter shall perform the same services as a City firefighter is required to perform.

**3.2 Hours.** The Borrowed Firefighter shall work a 48/96 shift as specified in the City's Collective Bargaining Agreement.

**3.3 Backfill.** If the Borrowed Firefighter is unable to work one or more regularly scheduled shifts, the District shall provide a firefighter for the missed shift(s).

**3.4 Vacation / Kelly Days.** The Borrowed Firefighter shall sign up for vacation and Kelly Days pursuant to the provisions of the City's collective bargaining agreement. The Borrowed Firefighter's hire date with the District shall be used for purposes of determining seniority for vacation and Kelly Day selections.

**3.5 Discipline.** The Borrowed Firefighter shall be subject to the personnel policies and procedures of both the City and the District. In the event that personnel issues involving the Borrowed Firefighter arise that may be appropriate for disciplinary action, the City shall report such issues to the District's Fire Chief so that the District may take action it deems appropriate. In no event shall the City discipline the Borrowed Firefighter.

### **4. Daytime Captain Services.**

**4.1 Services.** The City shall provide a captain to the District (the "Borrowed Captain") to be assigned as a District captain to work during the daytime hours. The Borrowed Captain shall be selected by the City and shall be assigned to the City for a period of one (1) year after which time the City shall assign another Captain to serve as the Borrowed Firefighter for a one (1) year term. The Borrowed Captain shall perform the same services a District Captain is required to perform.

**4.2 Hours.** The Borrowed Captain shall work either (i) eight (8) hours per day for five (5) days per week; or (ii) ten (10) hours per day for four (4) days per week as determined by the District. The standard shift shall begin at 7:00 a.m.

**4.3 Backfill.** The City shall immediately replace the Borrowed Captain if the captain assigned as the Borrowed Captain is demoted, suspended, or terminated. The City shall also replace the Borrowed Captain if the Borrowed Captain is absent and/or unable to perform all of his or her duties for a period of thirty (30) working days for any other reason, including, without limitation, due to vacation, sick leave, and long-term or short-term disability. If the Borrowed Captain is absent and/or unable to perform his or her duties for a period of twenty-one (21) working days, the Parties shall meet and confer to determine if the Borrowed Captain's absence is likely to reach thirty (30) days.

**4.4 Supervision.** The Borrowed Captain shall supervise and direct the personnel and activities of the assigned station. In the event that personnel issues involving District personnel arise which may be appropriate for disciplinary action, the

Borrowed Captain shall report such issues to the District's Fire Chief so that the District may take action it deems appropriate. In no event shall the Borrowed Captain discipline the District personnel.

**4.5 Discipline.** The Borrowed Captain shall be subject to the personnel policies and procedures of both the City and the District. In the event of personnel issues involving the Borrowed Captain arise that may be appropriate for disciplinary action, the District shall report such issues to the City's Fire Chief so that the City may take action it deems appropriate. In no event shall the District discipline the Borrowed Captain.

**5. Compensation.** On November 11, 2020, and annually thereafter, each Party shall provide the other with a detailed accounting of the total compensation paid to the borrowed employee(s) provided to the other party. Such total compensation shall include, without limitation, wages and benefits for the year of assignment pursuant to this Agreement.

**5.1** If the total compensation paid by the City for the Borrowed Captain exceeds the total compensation paid by the District for the Borrowed Firefighter's services, the District shall reimburse the City for the difference in the total compensation. If the total compensation paid by the District for the Borrowed Firefighter's services exceeds the total compensation paid by the City for the Borrowed Captain's services, the City shall reimburse the District for the difference in the total compensation. Reimbursement shall be made on or before December 31, 2020, and annually thereafter.

**6. Liability.** 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 by its personnel only. Accordingly, to the extent permitted by law, the City shall be solely liable for the acts and omissions of the Borrowed Captain and the District shall be solely liable for the acts and omissions of the Borrowed Firefighter.

**7. Uniforms.** The District shall be responsible for providing the needed uniforms and personal protective equipment for the Borrowed Captain. The City shall be responsible for providing the needed uniforms and personal protective equipment for the Borrowed Firefighter.

**8. Not Employees of Other Party.** Nothing in this Agreement shall be interpreted as the District becoming the employer of the City's employees, or vice versa. The Borrowed Firefighter shall remain an employee of the District and subject to its collective bargaining agreement. The Borrowed Captain shall remain an employee of the City and subject to its collective bargaining agreement.

**8.1 Loaned Employee Consent.** The employee who agrees to be a Borrowed Firefighter from time to time shall execute and provide to the District the consent form attached hereto as Appendix "A" ("District Employee Consent"). The employee who agrees to be a Borrowed Captain from time to time shall execute and provide to the City the consent form attached hereto as Appendix "B" ("City Employee Consent"). By obtaining such consent, it is the intent of the Parties to establish that both Parties are the employers for any Borrowed Captain and Borrowed Firefighter for purposes of the Industrial Insurance Act in accordance with the holding of *Novenson v. Spokane Culvert & Fabricating Co.*, 91 Wn.2d 550, 553, 588 P.2d 1174 (1979).

**8.2 Withdrawal of Consent.** At any time hereunder, any Borrowed Captain and Borrowed Firefighter who has provided an Employee Consent may withdraw his or



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: \_\_\_\_\_  
Dave Safford, Fire Commissioner

Date: \_\_\_\_\_

**CITY OF ARLINGTON**

By: Barbara Tolbert  
Barbara Tolbert, Mayor

Date: 10-10-19

F:\FIRE DISTRICTS\SNOHOMISH FD 21\contract review\interlocal\ILA - City of Arlington - Employee Exchange - 2019 09 18.docx

**APPENDIX "A"**

**[CONSENT TO EMPLOYEE EXCHANGE AGREEMENT – BORROWED FIREFIGHTER]**

I, \_\_\_\_\_, am an employee of **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT #21 (THE "DISTRICT")**. I understand that **CITY OF ARLINGTON (THE "CITY")** has requested that the DISTRICT provide an employee to the CITY to serve as a firefighter pursuant to an Interlocal Agreement dated \_\_\_\_\_, 2019 (the "Employee Exchange Agreement").

In consideration for the wages and benefits that I will receive from the DISTRICT as a Borrowed Firefighter to the CITY, I agree to the following:

1. I consent and agree to perform services for the CITY as required by the CITY (the "Services") in accordance with the Employee Exchange Agreement.
2. I understand that the CITY will be supervising and directing my performance of the Services while working on a Shift, but that I will be deemed to be an employee of both the DISTRICT and the CITY for purposes of the Industrial Insurance Act, Title 51 RCW, during that time.
3. I understand that for the Services I provide to the CITY, I will receive the same compensation and benefits I am receiving for my work for the DISTRICT. I further understand that I will receive my compensation and benefits from the DISTRICT and not from the CITY.

At any time hereunder, any Borrowed Firefighter who has provided an Employee Consent may withdraw his or her consent by notifying the DISTRICT, and thereby withdraw himself/herself from being loaned to the CITY pursuant to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**APPENDIX "B"**

**[CONSENT TO EMPLOYEE EXCHANGE AGREEMENT – BORROWED CAPTAIN]**

I, \_\_\_\_\_, am an employee of **CITY OF ARLINGTON (THE "CITY")**. I understand that **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT #21 (THE "DISTRICT")** has requested that the CITY provide an employee to the DISTRICT to serve as a daytime captain pursuant to an Interlocal Agreement dated \_\_\_\_\_, 2019 (the "Employee Exchange Agreement").

In consideration for the wages and benefits that I will receive from the CITY as a Borrowed Captain to the DISTRICT, I agree to the following:

1. I consent and agree to perform services for the DISTRICT as required by the DISTRICT (the "Services") in accordance with the Employee Exchange Agreement.
2. I understand that the CITY will be supervising and directing my performance of the Services while working on a Shift, but that I will be deemed to be an employee of both the CITY and the DISTRICT for purposes of the Industrial Insurance Act, Title 51 RCW, during that time.
3. I understand that for the Services I provide to the DISTRICT, I will receive the same compensation and benefits I am receiving for my work for the CITY. I further understand that I will receive my compensation and benefits from the CITY and not from the DISTRICT.

At any time hereunder, any Borrowed Captain who has provided an Employee Consent may withdraw his or her consent by notifying the CITY, and thereby withdraw him/herself from being loaned to the DISTRICT pursuant to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)