

**FIRST AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF  
FIRE AND ENTERGENCY MEDICAL PROTECTION FACILITIES DATED  
APRIL 18, 2016**

This Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated April 18, 2016, is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

WHEREAS, the parties have been unable to meet the September 1, 2016, deadline in the Agreement for developing a service delivery model for provision of fire and EMS services; and

WHEREAS, the parties are continuing discussions of the service delivery model; and

WHEREAS, the parties agree that extending the current agreement for one year is necessary to continue to deliver fire and EMS services to citizens.

NOW, THEREFORE,

The Agreement between the City and District 12 dated April 18, 2016, is hereby amended as follows:

1. Section 2 entitled, "Term," is amended to read as follows:

"This agreement shall be effective August 1, 2003 and shall terminate December 31, 2017, unless extended by mutual written agreement of the parties."

2. Section 2 entitled, "Renegotiation of Terms," is amended to read as follows:

"During calendar year 2017 the parties, either through designated staff and/or through committees appointed by the City and Fire District 12 agree within 14 days of full execution of this Agreement to establish a regular schedule to meet and negotiate in good faith for the purpose of developing a service delivery model for provision of fire and EMS services to their respective jurisdictions after the expiration of this Agreement. Service delivery models to be negotiated may include, but not be limited to the following:

- A. Renewal or extension of this Agreement with appropriate revisions;
- B. Establishment of a Regional Fire Authority;
- C. Establishment of separate City and Fire District departments

In the event the parties are unable to reach written agreement to either extend this agreement with revisions or to develop a mutually agreed upon alternative service delivery model by September 1, 2017, the parties will begin the process of winding down the Marysville Fire District and taking the necessary steps consistent with this agreement and applicable law to independently provide services to their respective jurisdictions. Each party pledges to cooperate and exercise good faith to accomplish a smooth transition."

3 Section 13.8 entitled, "Financial Contribution By City," is amended to read as follows:

"The annual financial contribution by the City will be based on the levy rate for regular real property taxes assessed by the District multiplied by the total assessed value of taxable properties located within the City limits, including new construction and utilities calculated on the same basis as the District to the City's assessed value. The contribution shall be paid to the Board of Directors in equal monthly installments. The 2017 contribution is estimated to be \$10,076,327 with estimated District combined levy rate of \$1.565695/\$1,000 AV (regular levy - \$1.17855/\$1,000 and EMS levy - \$0.387144/\$1,000 AV)."

4. A new subsection, 17.1, is added to section 17 to read as follows:

"Disposition of Assets. Consistent with the provisions of the Interlocal Agreement, and in accordance with the expectations of the Washington State Auditor, the City and District 12 will agree on a disposition of assets by February 1, 2017. If the parties cannot reach agreement, the processes in section 30 will be utilized."

5. Section 30 entitled, "Dispute Resolution," is amended to read as follows:

"In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement or the disposition of assets, the parties agree that they shall first attempt to resolve the issue using mediation. If mediation is unsuccessful, such dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

6. Except as provided herein, all other provisions of the agreement between the parties dated April 18, 2016, shall remain in full force and effect, unchanged.


DATED THIS 15 DAY OF December, 2016.

**CITY OF MARYSVILLE**

**SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
City Clerk  
*Deputy*


  
\_\_\_\_\_  
Commissioner

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Fire District Secretary

Approved as to Form:

  
\_\_\_\_\_  
Fire Protection District 12 Attorney