

**SECOND AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF  
FIRE AND EMERGENCY 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 agreed on a formula for disposition of assets to satisfy the expectations of the Washington State Auditor during the term of this Agreement; and

WHEREAS, the parties have also agreed on the appropriate formula for the disposition of assets upon the termination of this Agreement; and

WHEREAS, the parties agree that utilizing the formula set forth in RCW 35A.14.380 is appropriate; and

WHEREAS, the parties are committed to continue to deliver fire and EMS services to citizens in the area currently served by the Marysville Fire District.

NOW, THEREFORE,

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

1. Section 17.1, "Disposition of Assets," is amended to read as follows:

(1) The parties agree that for the purpose of satisfying the requirements of the Washington State Auditor, the assets of the Marysville Fire District shall be apportioned utilizing the formula of RCW 35A.14.380. For the 2016 annual reporting year the percent split is as follows: 78.25% to the City and 21.75% to FPD 12 until this agreement is terminated.

(2) For the purpose of dividing assets upon termination of this agreement the parties further agree that the assets of the Marysville Fire District and the assets of FPD 12 shall vest in the City upon payment in cash, properties or contracts for fire protection services to FPD 12 within one year, of a percentage of the value of said assets equal to the percentage of the value of the real property in FPD 12 outside the City, consistent with the formula contained in RCW 35A.14.380. This percentage will be determined by dividing the assessed value of real property in FPD 12 by the sum of the assessed value of real property in FPD 12 and the City (i.e. that area currently encompassed within the Marysville Fire District). For purposes of this Agreement the reference to "assets" shall mean all real and personal property of FPD 12 and Marysville Fire District. Within thirty days of termination of the Agreement the City and District 12 agree to meet and negotiate in good faith the method and apportionment of the payment by the City to the District in cash, properties, or contracts referenced herein.

(3) In calculating the division of assets, the value of the Administration Building, located at 1094 Cedar Avenue (tax parcel number 00585600301000), will be reduced by \$750,000.00 and the \$750,000.00 credited to FPD 12.


(4) In the event this Agreement is terminated and assets are distributed to the parties in accordance with this section, the parties agree that the assets will be used to provide fire and emergency medical services within their respective jurisdictions.


(5) The City shall offer to assume responsibility for fire protection services throughout the district in exchange for FPD 12 paying a reasonable fee for such fire protection, but FPD 12 is not obligated to accept such offer.

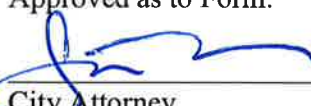
2. Except as provided herein, all other provisions of the agreement between the parties dated April 18, 2016, shall remain in full force and effect, unchanged.

DATED THIS 26 DAY OF April, 2017.

**CITY OF MARYSVILLE**

  
\_\_\_\_\_  
Mayor

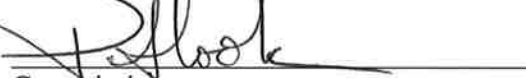
Attest:  
  
\_\_\_\_\_  
City Clerk  
Deputy

Approved as to Form:  
  
\_\_\_\_\_  
City Attorney

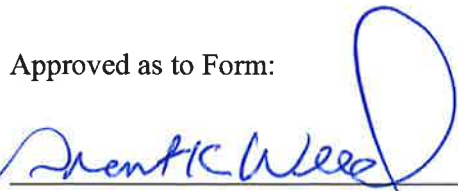
**SNOHOMISH COUNTY FIRE  
PROTECTION DISTRICT NO. 12**

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

Attest:  
  
\_\_\_\_\_  
Fire District Secretary

Approved as to Form:  
  
\_\_\_\_\_  
Fire Protection District 12 Attorney