

THIRD AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES DATED
APRIL 18, 2016

This Third 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, 2017, 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, including its First and Second Amendments, is 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, 2018, unless extended by mutual written agreement of the parties."

2. Section 3 entitled, "Renegotiation of Terms," is amended to read as follows:

"During calendar year 2018 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, 2018, 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 2018 contribution is estimated to be \$11,338,836, with estimated District combined levy rate of \$1.5871/\$1,000 AV (regular levy - \$1.0871/\$1,000 and EMS Levy - \$0.50/\$1,000 AV)."

4. Except as provided herein, all other provisions of the agreement between the parties dated April 18, 2016, including its First and Second Amendments, shall remain in full force and effect, unchanged.


DATED THIS 27 DAY OF November, 2017.

CITY OF MARYSVILLE

Mayor


City Clerk
Deputy

Approved as to Form:


City Attorney

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

Chairperson

Commissioner

Commissioner

Fire District Secretary

Approved as to Form:



Fire Protection District 12 Attorney