

**City of Marysville and Fire District 12**

**RFA Planning Committee Meeting**

Thursday, Nov. 27, 2018, 5:00 – 6:30 PM

Marysville Council Chambers

Proposed Agenda

1. Welcome and Introductions (*5 min.*) Mayor Nehring
2. Review of Agenda and Goals for meeting (*3 min.*) Mayor Nehring
3. Approval of Meeting Summary from Sept. 27, 2018 (*3 min.*) Mayor Nehring
4. RFA Committee Final Draft RFA Plan (*30 min.*) Chief McFalls, Gloria Hirashima, Legal
5. RFA Ballot Date April 23, 2018 (*15 min.*) Finance
6. Communications Plan Update Communications
7. Union Comment
8. Closing Roundtable comments
9. Adjourn

# Marysville / FPD 12 Regional Fire Authority Committee

## **Meeting**

Marysville City Council Chambers  
September 27, 2018  
5:00 p.m.

### **Welcome and Introductions**

Mayor Nehring called the meeting to order at 5:00 p.m. and CAO Hirashima took roll call.

Marysville City Council:	Steve Muller, Kamille Norton, Mark James (Alternate)
Marysville CAO:	Gloria Hirashima
Marysville Finance Director:	Sandy Langdon
MFD Finance Manager:	Chelsie McInnis
Fire District 12 Commissioners:	Tonya Christoffersen, Rick Ross
Marysville Fire Chief:	Martin McFalls

### **Review of Agenda and Goals**

Mayor Nehring stated the agenda and goals for tonight's meeting is primarily about running the scenarios for revenue source and a possible vote on the initial levy rate.

### **Approval of Meeting Summary**

Mayor Nehring asked for approval, comments and or corrections to the meeting summary and the July 17, 2018 meeting minutes.

**Motion** made by Councilmember Muller, seconded by Commissioner Ross to approve the Meeting Summary and the May 24, 2018 meeting minutes. **Motion** passed unanimously.

### **Presentation of Financial Scenario Revenue Sources**

Finance Manager Chelsie McInnis reviewed the Regional Fire Authority (RFA) Levy Funding Scenarios as prepared by herself and City Finance Director Sandy Langdon. Giving an over view of the presentation, McInnis stated we will be taking another look at the previously presented levy scenarios of \$1.90 and \$2.00 along with the added \$1.78

and \$1.95 scenarios followed by a summary. The expenditure levels are identical in all scenarios, capital facility infrastructure cost are not included in this model and the annual inflation factors have been set at 5% for assessed property value, 3% for general revenue, 4% for wages and benefits, and 1% for maintenance and operations. The charts represent the projected financial condition, or fund balance, of the proposed RFA over the 2019-2025 timeline. The charts show the zero line at which you are out of money, and the redline is representing the minimum fund balance based upon 4 months of estimated RFA expenditures in each year. This is a policy set by the RFA Board consistent with SAO best practice recommendation for fire districts. The top line is the actual fund balance. The cycle of levy management is shown on the tables with each of the charts indicating the year in which we know the EMS levy needs to be manipulated. We know an EMS levy vote is required in 2023 to replace the existing separate EMS levies of Fire District 12 and the City. The year we would need to address the regular levy lid lift would depend on the policy of the RFA and how this levy management would be defined.

The third page of the financial presentation shows the RFA tax payer liability based on a \$300k home value, illustrating what the estimated annual combined levy cost would be in 2020 based on each proposed levy rate.

Councilmember Norton asked what assumptions were made in the expenditure levels in regards to staffing and if they meet the needs of the department as indicated by the CPSM study results. McInnis stated there are four firefighter positions added annually with a gradual phase out of the part-time program. Chief McFalls added that the four annual increase in full-time firefighter positions replace the part-time positions incrementally across the seven years. We will strive to maintain our part-time program as long as we can and use those part-time members in the power shift as suggested in the study. Chief McFalls clarified that the projection fully addresses the staffing needs of the department. Norton also inquired as to the departments future capital needs. Chief McFalls shared the apparatus replacement schedule has not changed. The capital improvement plan includes either remodeling or rebuilding Station 61 and moving administrative staff from its current location. The City would take ownership of the administration building and the District would assume ownership of the footprint of Station 61. Closer to the end of the seven years, Station 63 and Station 65 would need to be remodeled. McInnis clarified that the apparatus replacement schedule is included in the projection, while building infrastructure costs are not.

Councilmember Muller asked about bond requirements and the financial strength of the organization. There is a concern over the bond rating being a new agency. Finance Director Langdon stated being a new agency we will not get a high rating. Based on the fund levels that currently exist, we will get a better rating than a lot of those new in the market. Your rating is based on current financials and existing debt. Though you will have reviews, that rating stays the same until you go out for another bond. We would need about two years of operation as an RFA before we could go out for a bond.

After much discussion over the RFA levy funding options, Mayor Nehring opened the floor for additional questions, comments, or a potential motion.

**Motion** made by Councilmember Muller, seconded by Commissioner Christoffersen to approve the \$1.95 fund level. **Motion** passes 4 to 1 with a majority from each body. Opposed by Councilmember Norton.

### **Communications Plan – Community Forum**

PIO Christie Veley and Communications Officer Connie Mennie shared that following tonight's RFA meeting we will hold our first public forum for the RFA planning process. This will give the public the opportunity to ask questions and weigh in on the planning process. Veley shared the information materials prepared for tonight's forum with background information and our next steps moving forward. Finance Manager McInnis shared that this forum satisfies the RCW requirement of public input during the planning process.

### **Next Meeting**

The next RFA meeting is scheduled for October 22, 2018, 6 p.m. at Marysville City Hall. It was requested that the RFA ballot measure date be added as a discussion item on the October 22, 2018 RFA Agenda.

### **Union Comment**

Local 3219 President Cody Brooke thanked the RFA Committee for voting for the \$1.95 levy rate. This will allow the District to grow and address some key issues. Mayor Nehring thanked the members for attending and for participating throughout the process.

### **Closing Roundtable Comments**

**Councilmember James** – Honored to be here this evening and happy to come to a resolution.

**Councilmember Norton** – Stated there was a time we didn't think we would be here. Happy to be moving forward. Thanked the staff for all the materials and time spent working.

**Councilmember Muller** – Happy to be here! People always questioned the process, in the end the process brought the best result. Thanked Chelsie and Sandy for tonight's financial presentation.

**Commissioner Christoffersen** – Thanked everyone. Expressed her respect for Councilmember Norton for the stand she took on the levy rate vote. Appreciates how well everyone worked together towards the greater good.

**Commissioner Ross** – Agreed with Commissioner Christoffersen. Where we are today is because of the leadership of the Council, the Mayor, and the Fire Department. Thanked staff for all they have done to help this process, they have been wonderful to work with.

**Chief McFalls** – Thanked Gloria, Sandy and Chelsie who all worked so well together. This could not have happened without them. Especially thanked the Council and the Commissioners.

**Finance Manager Chelsie McInnis** – Thanked everyone for their active participation and always having great questions.

**Finance Director Sandy Langdon** – We're finally here! It took a while but we have a plan we can move forward with.

**CAO Gloria Hirashima** – We are almost there! Just a few more steps.

**Mayor Nehring** – Thanked both staffs for their years of hard work. Thanked the Council and Commissioners for the time they have put into this process. Both bodies have done a great job representing their constituents and arriving at a good decision. We are in good spot and will keep pressing forward. Mayor also thanked all the members at Marysville Fire for the work they do and their participation throughout the process.

### Adjournment

The meeting was adjourned at 6:00 p.m.

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Mayor Jon Nehring

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Fire Chief Martin McFalls

**Marysville Fire District  
Regional Fire Authority (RFA) Plan**

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## **ACKNOWLEDGEMENT**

Recognizing the challenges and opportunities that all fire jurisdictions are facing, the City of Marysville and Snohomish County Fire District No. 12, through a partnership of many years, agreed to explore the different governance and funding options available to provide regional fire protection and emergency medical services to the communities we serve.

### Planning Committee

Jon Nehring, Marysville Mayor, Chairperson

Jeff Vaughan, Marysville City Council

Steve Muller Marysville City Council

Kamille Norton, Marysville City Council

Mark James (alternate), Marysville City Council

Pat Cook, Fire District 12 Commissioner

Tonya Christoffersen, Fire District 12 Commissioner

Rick Ross, Fire District 12 Commissioner

### Leadership Staff

Martin McFalls, Fire Chief, Fire District 12

Gloria Hirashima, Chief Administrative Officer, City of Marysville

### Staff Workgroup

#### **City of Marysville**

Sandy Langdon

Jon Walker

#### **Fire District 12**

Chelsie McInnis

Jeff Cole

Darryl Neuhoff

## SECTION 1 – BACKGROUND AND NEEDS

### A. Background and Needs:

1. The ability to respond to emergency situations by fire protection and emergency services jurisdictions has not kept up or progressed with the region's needs and special service demands. Anticipated increases in population, residential density and building heights will likely exacerbate this problem.
2. Providing a fire protection and emergency services system requires a collaborative partnership and responsibility among local and regional governments, the private sector, and the community.
3. Delivery of core emergency services and timely development of significant projects can best be achieved through stable funding options for regional fire protection and emergency services.
4. The City of Marysville and Snohomish County Fire Protection District No. 12 have had a cooperative partnership, striving to provide the highest level of fire and emergency services to our community within the confines of available resources through a long-standing interlocal agreement by which they jointly provide services as the Marysville Fire District.
5. The City of Marysville and Fire Protection District No. 12 will be asking its citizens to consider combining all functions and services provided by the City of Marysville and Snohomish County Fire Protection District No. 12 into a single entity, called the Marysville Fire District.
6. The Planning Committee established this Plan using an approach to equitably share costs and contribute assets to form the Regional Fire Authority.

### RFA SECTION 1 PLAN REVISION:

The **NEEDS STATEMENT** section of the **(RFA) Plan** is subject to amendment by a **majority vote of the RFA Governing Board**. **[Note: if something other than a simple majority of a quorum is required to approve an action under the governance proposal, this may need to be amended (same comment for other sections of plan).]** **[Legal.]**

## SECTION 2 -- DEFINITIONS

### A. DEFINITIONS

1. The definitions in this section apply throughout this **Plan**, unless the context clearly requires otherwise.

1.1. "**Governing Board**" means the governing body of the regional fire protection service authority.

1.2. "**City**" means the City of Marysville

1.3. "**District**" means Snohomish County Fire Protection District No. 12.

1.4. "**Effective Date**" means January 1, 2020.

1.13. "**Regional Fire Authority Plan, "RFA Plan" or "Plan"**" means this Regional Fire Protection Service Authority Plan, drafted and approved in accordance with Chapter 52.26 RCW for the development, financing and operation of the Marysville Fire District Regional Fire Authority.

The **DEFINITIONS** section of the **RFA Plan** is subject to amendment or revision only by a majority vote of the RFA Governing Board.

**SECTION 3 – FORMATION AUTHORITY**

**A. REGIONAL FIRE PROTECTION SERVICE AUTHORITY**

1. Chapter 52.26 RCW provides statutory authority for the formation of a Regional Fire Authority by the City of Marysville and Snohomish County Fire District No. 12.

**B. PLANNING COMMITTEE AUTHORITY**

1. RCW 52.26.030 and RCW 52.26.040 provides statutory authority to form and operate a Planning Committee.
2. The Participating Jurisdictions formed a Planning Committee consisting of three (3) elected officials of the City and three (3) Commissioners of the District.
3. The Planning Committee developed and presented the RFA Plan to the elected officials of each Participating Jurisdiction.

**C. RFA PLAN APPROVAL AUTHORITY**

1. The legislative body of each Participating Jurisdiction reviewed and approved this RFA plan and requested an election to submit the plan to voters.
2. The RFA Plan is being submitted to the voters of the City and the District as a ballot measure that must be approved by a simple majority.[]
3. ~~The Planning Committee has authority to take all necessary actions on behalf of the Participating Jurisdictions and perform all necessary duties as required to place the RFA Plan before the voters.~~
4. Should the RFA Plan be approved by a simple majority of the voters of the Participating Jurisdictions, the Marysville Fire District shall be formed on the Effective Date in accordance with RCW 52.26.070.
5. Upon voter approval of the RFA Plan, the City and the District shall continue to exist as municipal corporations. The exclusive purpose of the continued existence of the District shall be to levy and collect taxes and/or other fire protection district revenue to be transferred to the RFA until such time as the RFA collects its own replacement revenues, and to provide representation to the newly formed RFA Governing Board.

The RFA will provide administrative support for the District as needed and will finance elections required by the District for the election of its commissioners and levies. [Note: RFA will need to pay on an ongoing basis for District elections, required administrative functions and 1 District FTE]

If the RFA Plan is not approved by a simple majority of the voters, then the City and the District will remain responsible for providing those services within their respective jurisdictions.

The **FORMATION AUTHORITY** section of the **RFA Plan** is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.

## **SECTION 4 – JURISDICTIONAL BOUNDARIES**

### **A. JURISDICTIONAL BOUNDARIES ON DATE OF FORMATION**

1. On the Effective Date, the jurisdictional boundaries of the RFA shall be the legal boundaries of the Participating Jurisdictions. The boundaries are generally depicted on the map attached hereto and in **Appendix A** of this RFA Plan.
2. On the Effective Date, the RFA shall also be responsible for providing fire and/or emergency medical services to the following jurisdictions via the referenced interlocal agreements:

#### **2.1. Current Interlocal Agreements:**

- a. Consolidated Borough of Quil Ceda Village pursuant to an Interlocal Agreement for Fire and Emergency Medical Services dated January 01, 2016 and subsequent Second Amendment dated January 01, 2018.;
- b. Snohomish County Fire District No.15 pursuant to an Interlocal Agreement for Emergency Medical and/or Advanced Life Support Services dated January 01, 2018;

- 2.2 The City and the District shall assign the foregoing interlocal agreements to the RFA on the Effective Date.

### **B. CHANGES IN JURISDICTIONAL BOUNDARIES AFTER FORMATION OF THE RFA**

~~4. Any changes in the boundaries of the RFA will be in accordance with state statutes. The District will not annex any territory. The City will only annex territory within its Urban Growth Area and such annexations by the City will become part of the RFA. Boundary changes that do not require an RFA Plan amendment:~~

~~4.1. City annexations of areas included within the boundaries of the RFA. Such annexations will not affect the RFA since the areas will already be within the RFA boundaries. Pursuant to RCW 52.26.290 there will be no required asset or employee transfers between the District and the City.~~

~~4.2. City annexations of areas not included within the District. On the effective date of such annexation, the territory annexed shall automatically be included within the boundaries of the RFA pursuant to RCW 52.26.290. The territory added to the RFA by such annexation shall be subject to the taxation, charges, and bonded indebtedness (if approved as part of the annexation process) of the RFA. Any transfer of assets or employees that occurs because of annexation shall be between the transferring entity and the RFA.~~

~~4.3. Annexation of a portion of the District by a City that is not a Participating Jurisdiction in the RFA. On the effective date of such annexation, the territory annexed~~

~~shall automatically be removed from the boundaries of the RFA. In this situation, the RFA shall not be obligated to transfer employees or assets of the RFA and the annexing city shall be restricted solely to assets and employees of the District, if any.~~

~~1.4. RFA Annexations. Pursuant to RCW 52.26.090(g), the RFA shall have the authority to conduct annexations of unincorporated territory adjacent to the RFA pursuant to the statutory authority and procedures set forth in RCW 52.04.001 through RCW 52.04.051.~~

~~1.5. RFA Partial Mergers. Pursuant to RCW 52.26.090(g), the RFA shall have the authority to participate in the partial merger process under the authority and pursuant to the procedures set forth in RCW 52.06.090 and RCW 52.06.100.~~

~~2. Boundary Changes that require an RFA Plan Amendment.~~

~~1. 2.1. Annexations of Adjacent Fire Protection Jurisdictions. Other fire protection jurisdictions that are adjacent to the boundaries of the RFA are eligible for annexation by the RFA. Upon Plan amendment and voter approval as provided in the annexation procedures of RCW 52.26.300, the boundary of the RFA will be expanded to include such adjacent fire protection jurisdictions.~~

The JURISDICTIONAL BOUNDARIES section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governing Board.

## SECTION 5 – GOVERNANCE

### A. GOVERNING BOARD STRUCTURE AND OPERATION

1. **Governing Board.** As provided by RCW 52.26.080, the RFA Governing Board shall be established consistent with the terms of this Section and shall have authority as of the Effective Date.
2. **Governing Board.** Upon the Effective Date, the Governing Board shall include five (5) voting members consisting of four (4) elected officials from the City to be appointed by the City Council and one (1) elected official from the District to be appointed by the Commissioners. In addition, there will be one (1) non-voting member who shall be an elected official from the District to be appointed by the District.

Two of the elected officials appointed to the City positions will serve an initial term of one year and two will serve an initial term of two years. Subsequent appointments will be for four-year terms. The City Council may fill a City position at any time it is vacated due to the end of an elected official's term of office, the elected official's resignation or removal from office, the elected official's resignation from the Governing Board, or when a majority of the full City Council votes to remove an elected official from the Governing Board.

The City Council may fill a City position at any time it is vacated due to the end of an elected official's term of office, the elected official's resignation or removal from office, the elected official's resignation from the Governing Board, or when a majority of the full City Council votes to remove an elected official from the Governing Board.

The District voting appointee will serve an initial term of four-years. The District non-voting appointee will serve an initial term of two years. Subsequent appointments will be for four-year terms. The Board of Commissioner may fill a District position at any time it is vacated due to the end of an elected official's term of office, the elected official's resignation or removal from office, the elected official's resignation from the Governing Board, or when a majority of the full Board of Commissioners votes to remove an elected official from the Governing Board.

3. **Governing Rules.** The RFA Governing Board shall develop and adopt by-laws, governance policies and rules for the RFA Governing Board to conduct business in accordance with RCW 52.26.080.
4. **Authority.** The RFA Governing Board shall have all the power and authority granted ~~governing boards under Washington State law, and shall include the power and authority to make any decisions appropriate for the RFA and for matters related to Title by chapter 52.26~~ RCW.
5. **Dissolution.** If the District dissolves as provided in chapter 52.10 RCW and RCW 52.26.120, a commissioner district encompassing the boundaries of the District at the time of dissolution will be formed and elections will be conducted in accordance with RCW 52.26.080. The commissioner elected from the district will serve a six year term and receive compensation as provided in RCW 52.26.080. The non-voting District

appointee position will be eliminated upon the dissolution of the District.

**6. Addition of other fire protection jurisdictions.** A fire protection jurisdiction that is located within reasonable proximity of the RFA that is annexed through the procedures in RCW 52.26.300 will receive representation on the Governing Board as follows:

If the annexed jurisdiction has a population of less than 10,000, the annexed jurisdiction will not appoint any elected official to the Governing Board.

If the annexed jurisdiction has a population between 10,000 and 20,000, the annexed jurisdiction will appoint one elected official to the Governing Board to serve as a non-voting member.

If the annexed jurisdiction has a population of more than 20,000, the annexed jurisdiction will appoint one elected official to the governing board to serve as a voting member.

**5. Compensation of Governing Board.** Members and Commissioners-commissioners (if any) of the Governing Board will receive compensation in the manner provided for commissioners in RCW 52.26.080 in the same manner and under the same conditions as provided by law for commissioners of a fire protection district organized under Title 52 RCW.

The **GOVERNANCE** section of the **Plan** may be amended by a simple majority vote of the voters within the RFA.

## **SECTION 6 – FUNDING AND FINANCE**

### **A. INTERIM RFA FINANCES**

1. Commencing on the Effective Date, the operation and administration of the RFA shall be funded by the following:
  - 1.1 Tax levies of the RFA; provided, however, that if the Effective Date is either January 1 or July 1 of 2019, the RFA will not be entitled to collect taxes until 2020;
  - 1.2 Tax levies of the District (including fire levy pursuant to RCW 52.16.130, .140 and .160);
  - 1.3 District EMS levy revenues collected pursuant to RCW 84.52.069, until such time as the RFA begins collecting revenues on its own EMS levy;
  - 1.4 Service contract revenues from the District (described in Section 4.A.2);
  - 1.5 All other revenue received by the District;
  - 1.6 The City will contribute to the RFA (i) the funds budgeted for fire department services in the adopted budget of the City and (ii) all EMS levy revenues until such time as the RFA begins collecting revenues on its own EMS levy.

### **B. RFA REVENUES**

1. **Tax Levies.** The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050(1)(b) at the initial tax levy rate of \$1.45 per thousand of assessed valuation.

**2. Fire Benefit Charge.** The Plan does not authorize the implementation of a fire benefit charge under RCW 52.26.050(a), but the Governing Board may, in the future, seek voter approval of a fire benefit charge consistent with the requirements of RCW 52.26.180 through RCW 52.26.270. If a fire benefit charge is imposed, the RFA's tax maximum fire levy will be reduced to \$1.00 per thousand of assessed valuation in accordance with RCW 52.26.240.

**3. EMS Levy.** The Plan does not include an EMS levy under RCW 84.52.069, but the Governing Board may, in the future, seek voter approval of an EMS levy consistent with the requirements of RCW 84.52.069. If the RFA levies an EMS levy, such levy will replace the District's and City's EMS levies. ~~{City and District EMS levies are both permanent & will continue until and unless replaced by an RFA EMS levy which must be approved by RFA voters.}~~

**4.3.**

**3.1 Equivalence of City and District EMS Levies.** For so long as the City and District continue to levy their permanent EMS levies, they each commit to impose such levy at ~~the same rate / maximum rate~~ \$0.50 per thousand allowed by law.

**5.4. Service Contracts.** To the extent permitted by law, the RFA Governing Board shall have the authority to pursue and contract with agencies and entities exempt from property taxes in accordance with RCW 52.30.020 and related statutes.

**5. Fire Impact and Mitigation Fees.** The RFA may enter into interlocal agreements with Snohomish County and/or the City ~~of Marysville~~ and other cities to collect such fees.

**6. Fire Fees.** The City will develop a fee schedule in cooperation with RFA staff for inspection and other services performed by the fire marshal's office, subject to adoption by the Marysville City Council. The City will collect these fees and remit them to the RFA.

**67. Transport Fees.** The RFA Board will charge and collect transport fees in accordance with policies adopted by the RFA Governing Board.

**78. Additional Revenue Options.** The RFA Governing Board shall have the authority to pursue, subject to any applicable statutory voter approval requirements and the RFA Plan Amendment, if required, all additional revenue sources authorized by law including, but not limited to, revenue sources specifically identified in Title 52 RCW and Title 84 RCW that are not otherwise addressed in chapter 52.26 RCW.

## C. TRANSFER OF ASSETS

**1. District Assets.** On the Effective Date, the District shall immediately transfer any remaining and future assets to the RFA, except for the Administration Building located at 1094 Cedar Street in Marysville (Tax Parcel Id: 00585600301000), which shall be transferred to the City as an offset to the value of the Public Safety Building. Transfer of ownership will be at the same time as the Public Safety Building is transferred to the RFA at midnight on December 31, 2021. Such assets shall include all real property (**Appendix C**), apparatus and vehicles (**Appendix D**) and personal property, including but not limited to fund balances, furniture, office equipment, reports, documents, surveys, books, records, files, papers, or written material owned by or in the possession of the District.

**1.1 Reserve Funds.** On the effective Date, the District shall transfer the following reserve funds to the RFA:

- a) Snohomish County Fire District No. 12 Expense Fund 780-70
- b) Snohomish County Fire District No. 12 Reserve Fund 780-73.

**2. City Assets.** On the Effective Date, the City shall immediately transfer to the RFA the following assets:

**2.1.** Unless otherwise specified herein, no City funds shall be transferred to the RFA.

**2.2.** All reports, documents, surveys, books, records, files, papers, or written material used by the City to carry out the fire protection and emergency services powers, functions, and duties of the City that are owned by or in the possession of the City.

**2.3.** City water systems including fire hydrants and related appurtenances shall not be transferred and shall remain City property.

**2.4** The Public Safety Building, including Station 61, located at 1635 Grove Street in Marysville (Parcel Id: 30052800200500), will be transferred to the RFA with the following terms:

a. The value of the Public Safety Building is \$4,500, 000.00 (Four million five hundred thousand dollars) offset by the value of the Administration Building which is \$975,000.00 (Nine hundred seventy-five thousand dollars) for net value of \$3,525,000.00 (Three million five hundred twenty-five thousand dollars).

b. The RFA will pay the City three installments of \$1,175,000.00 (One million one hundred seventy-five thousand dollars) in 2021, 2022, and 2023, with each installment due on December 31<sup>st</sup> of the year in which it is due.

c. The City will retain control, ownership, and access to a portion of the Public Safety Building identified in Exhibit \_\_\_\_ for [information services/communications] purposes.

d. The City will retain control over the fenced storage area identified in Exhibit \_\_\_\_ for police evidence and storage purposes until December 31, 2023. The City will be responsible for maintaining all fencing and security until it relinquishes control of the storage area to the RFA.

e. Ownership of the Public Safety Building will transfer to the RFA at midnight December 31, 2021. The RFA will continue to utilize the portion of the building currently being used for fire and EMS operations during the transition period.

**3. Jointly Held Property.** On the Effective Date, the District and City shall immediately transfer any jointly held remaining and future assets to the RFA. Such assets shall include all real property (**Appendix C**), apparatus and vehicles (**Appendix D**) and personal property, including but not limited to fund balances, furniture, office equipment, reports, documents, surveys, books, records, files, papers, or written material owned by or in the possession of the joint operation.

4. **Reserve Funds.** On the effective Date, the District shall transfer the following reserve funds to the RFA:
  - a) Marysville Fire District Expense Fund 781-70
  - b) Marysville Fire District – Apparatus Replacement Fund 781-72
  - c) Marysville Fire District – Reserve/Capital Fund 781-73
5. **Condition of Assets.** All assets transferred by either Participating Jurisdiction based on the Plan and any subsequent agreements shall be transferred on an “as is/where is” condition.
6. **Determination.** Except as otherwise provided in this RFA Plan, whenever any question arises as to the transfer of any funds, books, documents, records, papers, files, equipment, or other tangible property used or held in the exercise of the powers and the performance of the duties and functions transferred, the governing body of the Participating Jurisdiction owning such assets shall make a determination as to the proper allocation.

#### D. LIABILITIES

1. On the Effective date, the RFA shall assume all outstanding liabilities of the District.

~~2. On the Effective Date, the RFA shall assume the following liabilities of the City:-~~

~~2.1 All employment liabilities associated with the City employees transfers provided in Section 7 of this Plan. [Are there any?]~~

~~3.2.~~ **LEOFF 1 Retired Medical.** The City has no obligations under LOEFF 1 retiree medical care for current or prior fire employees. District rights and obligations under LOEFF 1 retiree medical shall be transferred to the RFA upon the Effective Date, including the Long-Term Care policies maintained by the District.

4. **Future District Expenses.** All future costs incurred by the District on and after the Effective Date shall be the responsibility of the RFA.

#### RFA SECTION 6 PLAN REVISION DISPOSITION:

The **FUNDING AND FINANCE** section of the **RFA Plan** is subject to amendment or revision by majority vote of the Governing Board except when voter approval is required by statute.

## SECTION 7 – ORGANIZATIONAL STRUCTURE: PERSONNEL AND ADMINISTRATION

### A. ORGANIZATIONAL STRUCTURE

1. **Organizational Chart.** The RFA shall be initially organized as provided in **Appendix B** of the RFA Plan; provided, however, that after the Effective Date, the Fire Chief shall have authority to adjust the Organizational Chart as necessary to improve service delivery without amending the RFA Plan.

### B. PERSONNEL

1. **Fire Chief.** On the Effective Date, the Fire Chief of the District shall serve as the Fire Chief of the RFA. The Fire Chief shall at all times be appointed and serve at the pleasure of the Governing Board.
2. **Personnel.** The existing personnel of the District ~~and the City Fire Department shall~~ will transfer to the RFA to fulfill assigned duties as outlined in the organizational structure in Appendix B. All District ~~and City Fire Department~~ personnel shall be transferred on the Effective Date at their current rank, grade and seniority.

~~2.1 Until such time as the RFA collects its own fire levy under RCW 52.26.140 (1) (a) (c), the RFA will contract with the District for the services of one full time, paid employee as required by RCW 52.26.140(1)(c). [Legal review]~~

3. **Agreements.** All current employee agreements, collective bargaining unit agreements, outstanding labor issues, personal service contracts, and any other contracts or agreements pertaining to work, duties, services or employment with the District shall be transferred over with all personnel on the Effective Date.

### C. ADMINISTRATION

1. **Administration.** All current administrative and business functions, agreements, documents, operations, and policies and procedures from the Marysville Fire District shall transfer over to the RFA unless otherwise noted in this Plan.
2. **Provision of Information Technology Services.**

The City will provide information technology and geographic information services for up to two years during the transition to the RFA. The City and the RFA will negotiate the level of services and costs necessary for the transition.

3. **Seamless Transition.** Unless otherwise noted in the RFA Plan, the transfer of authority and the administration and management of the RFA shall be seamless and shall initially model the current administrative and management components of the Marysville Fire District.

The **ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION** section of The RFA Plan is subject to amendment by a majority vote of the RFA Governing Board.

## SECTION 8 – OPERATIONS AND SERVICES

### A. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

1. All current operational and service delivery aspects of the Marysville Fire District, and the District, including ambulance transports, shall be transferred to the RFA on the Effective Date.
2. Current staffing models, deployment standards, field operations, command staffing, and operational policies and procedures of the Marysville Fire District shall be transferred to the RFA and continued at the current level of service on the Effective Date. As such, services, levels of service, standards of coverage, development standards and customer expectations of each Participating Jurisdiction on the Effective Date shall remain unaffected.
3. All current automatic aid and mutual aid agreements, all interlocal agreements and contractual services agreements, documents, or memorandums currently in place with the City, the Marysville Fire District, and the District shall be transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage.
  - 3.1 Notwithstanding the foregoing, the District's and the City's interlocal agreements with SERS and Snohomish County 911 shall be modified to provide that the RFA will assume the fire related rights and obligations under these agreements and that the RFA shall be entitled to the District's and the City's fire-related equity interests under both these agreements.

### B. FIRE MARSHAL/INSPECTION SERVICES.

#### ~~1. Existing Service Providers:~~

- ~~1.1. The City of Marysville, through the Marysville Fire District currently provides Fire Marshal and Inspection Services ("Fire Marshal Services") pursuant to RCW 19.27.050 within the boundaries of the City of Marysville:~~
- ~~1.2. Snohomish County currently provides Fire Marshal Services within the District.~~

#### **21.** Fire Marshal Service Providers on Effective Date:

- 21.1.** On the Effective Date, Fire Marshal Services within the boundaries of the RFA shall be provided as follows:
  - a. Within the City Marysville: The RFA will provide Fire Marshal Services to the City of Marysville ~~pursuant to an interlocal agreement which compensates the RFA for agreed to services.~~ The City in its sole discretion may choose to provide its own Fire Marshal Services.
  - b. Within unincorporated Snohomish County: Snohomish County shall provide Fire Marshal Services
  - c. The RFA may provide Fire Marshal and inspection services to another local municipal jurisdiction through an interlocal agreement

## C. EMERGENCY MANAGEMENT SERVICES

1. Existing Service Providers:
  - 1.1. The City of Marysville provides Emergency Management Services within the boundaries of the City of Marysville.
  - 1.2. Snohomish County DEM currently provides Emergency Management Services within the District.
2. Emergency Management Services on Effective Date:
  - 2.1. On the Effective Date, Emergency Management Services within the boundaries of the RFA shall be provided as follows:
    - a. Within the City of Marysville: City of Marysville staff will provide emergency management services within the city.
    - b. Within unincorporated Snohomish County: Snohomish County Department of Emergency Management shall remain the provider of Emergency Management Services.

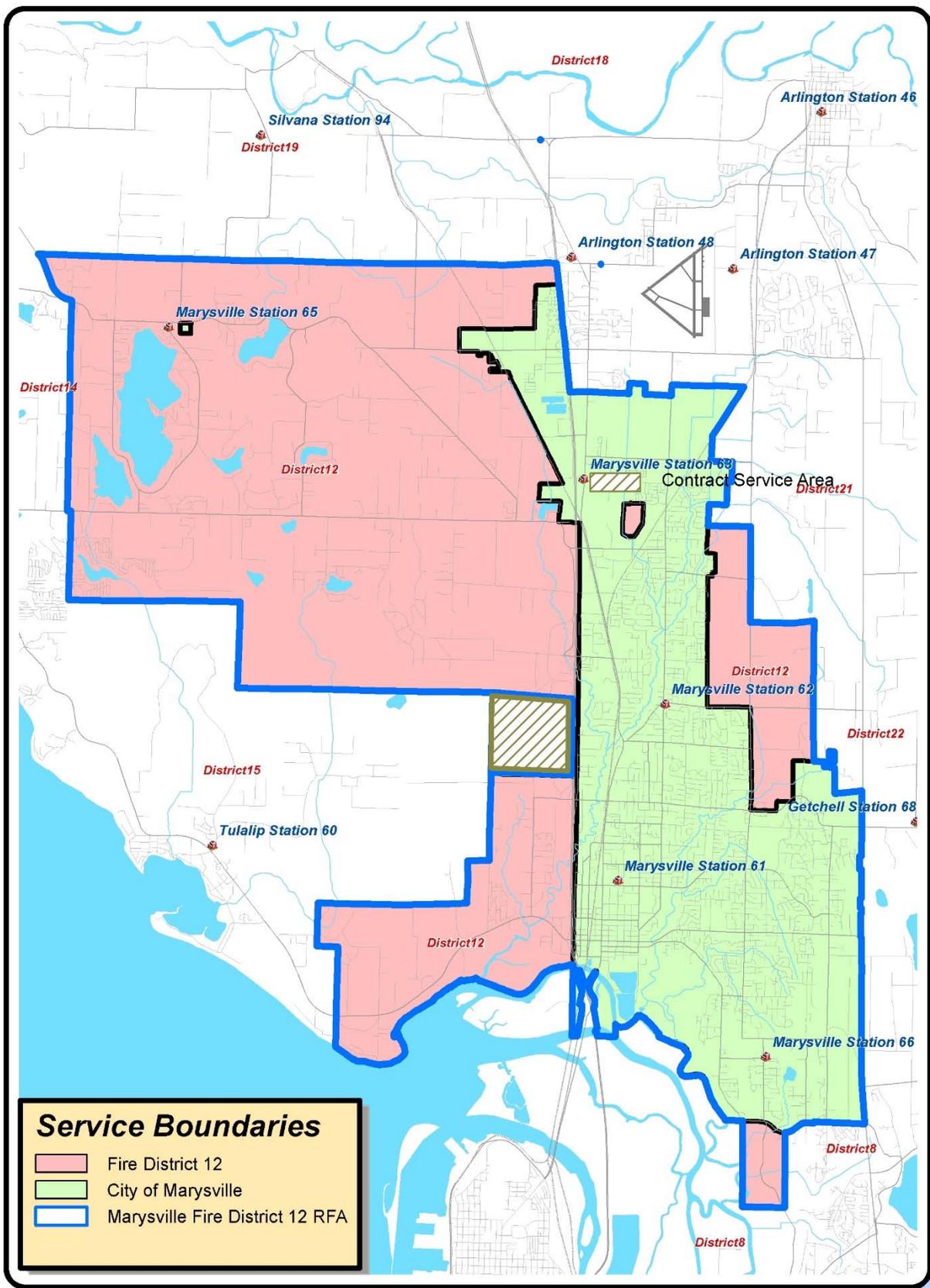
## D. PUBLIC EDUCATION SERVICES

1. On the Effective Date of the creation of the RFA, the RFA shall provide Public Education Services throughout the jurisdiction of the RFA and its service area.

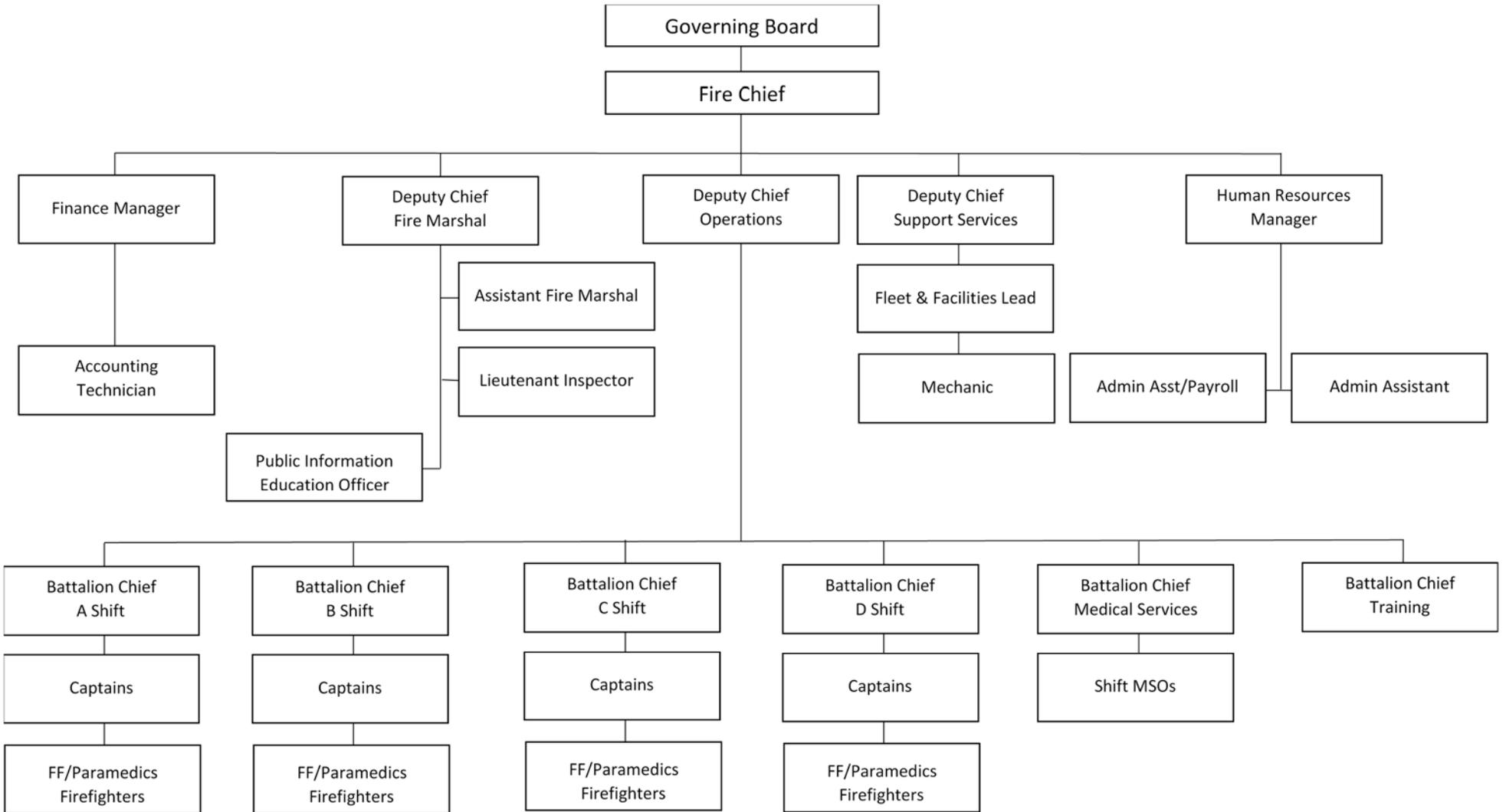
### **RFA SECTION 8 PLAN REVISION DISPOSITION:**

The **OPERATIONS AND SERVICES** section of the **RFA Plan** is subject to amendment by a majority vote of the RFA Governing Board.

# Appendix A Jurisdictional Boundaries



## Appendix B Organization Chart



## Appendix C Real Property

JOINTLY OWNED PROPERTY – ACQUIRED UNDER MFD ILA				
FACILITY	YEAR BUILT	ADDRESS	LAND Acres	BUILDING SF
Station 62	2002	10701 Shoultes Rd, Marysville 98271	1.42	11,926
Station 66	2009	7217 40 <sup>th</sup> St NE, Marysville 98270	3.49	10,965
Admin Bldg	1983	1094 Cedar Ave, Marysville 98270	0.56	4,310
St. 65 Rental House	1981	4216 175th Pl NW, Stanwood 98292	0.17	930

CITY OF MARYSVILLE				
FACILITY	YEAR BUILT	ADDRESS	LAND Acres	BUILDING SF
Station 61	1989	1635 Grove Street, Marysville 98270	2.58	32,000 <sup>1</sup>

FIRE DISTRICT 12				
FACILITY	YEAR BUILT	ADDRESS	LAND Acres	BUILDING SF
Station 63	1964	14716 Smokey Pt Blvd, Marysville 98271	1.16	4,981
Station 65	1963	17500 E Lk Goodwin Rd, Stanwood 98292	0.33	7,332
Maintenance Shop	1974	5100 108 <sup>th</sup> St. NE, Marysville 98271	0.94	4,306
Storage – St. 64	1978	15105 10 <sup>th</sup> Dr. NW, Marysville 98271	1.30	1,600
Vacant Property	N/A	45 Degree Rd, Arlington 98223	0.89	N/A

<sup>1</sup> Public Safety Center including Police, Jail, Fire. Square footage obtained from 1992 Use Agreement between City of Marysville and Fire District 12; Fire utilizes approximately 13,288 sq. ft.

**Appendix D  
Personal Property – Vehicles and Apparatus**

<b>JOINTLY OWNED PROPERTY – ACQUIRED UNDER MFD ILA</b>			
<b>UNIT #</b>	<b>YEAR/MAKE/MODEL</b>	<b>LICENSE #</b>	<b>VIN #</b>
01	1997 Ford Expedition	24902D	1FMFU187VLB37621
02	2015 Chevrolet Suburban	50179D	1GNSK5KC9FR615391
03	2016 Chevrolet K2500	50182D	1GB2KUEG7GZ262558
04	2009 Chevrolet Impala	50181D	2G1WS57M191278555
05	2001 Dodge Ram	25026D	3B7KF23Z91G200966
06	2009 Chevrolet Impala	50161D	2G1WS57M591279370
09	2002 Ford Excursion	35433D	1FMNU41S22EC84539
10	2001 Chevrolet Impala	25029D	2G1WF55K519358632
11	2003 Chevrolet Suburban	47201D	3GNFK16Z23G239623
12	2007 Dodge Caravan	40138D	1D4GP24E17B251252
13	2009 Ford Escape	47202D	1FMCU93G09KB62447
14	2014 Ford Escape	50174D	1FMCU0F71FUA93811
15	2014 Ford Escape	50175D	1FMCU0F73FUA93812
21	2007 International	46483D	1HTMRAAL87H532956
22	2015 International	59468D	1HTJSSKK4FH686047
23	1998 Chevrolet K3500	48151C	1GBJK34JXWF006210
24	2001 International	25027D	1HTSLAAM11H364067
25	2001 International	25028D	1HTSLAAM71H370519
26	2003 International	37505D	1HTMRAAM93H592201
27	2006 International	75994C	1HTMRAAM76H293438
28	2006 International	75993C	1HTMRAAM56H293437
29	2010 International	52553D	1HTMRAAMOAH228049
30	2015 International	59469D	1HTJSSKK2FH686046
40	1995 Darley	31625C	4S7AT9D08SC014769
42	2006 E-One Platform	40139D	4ENGAAA8761001123
43	1995 Darley	31624C	4S7AT9D04SC014770
44	2002 H&W International	35435D	1HTMKADR82H520285
45	2017 Rosenbauer		54F2CB619HWM11906
46	2017 Rosenbauer		54F2CB610HWM11907
47	2002 H&W	25030D	4S7AT33922C040443
48	2010 E-One	93229C	4EN6AAA89A1005811
49	2010 E-One	93228C	4EN6AAA80A1005812
50	2005 Cargo Mate Trailer	39607D	5NHUTBT236T405985
60	2005 Kenworth W-900	39606D	1NKDL00X35R091577
63	1998 International	22850D	1HTSLAAMOWH598546
64	2001 Ford Ranger	39604D	1FTYR14U41TA64179
66	2003 F-550	50176D	1FDAW57P53EC35693
67	Zodiac Boat & Trailer	25098D	XF020610C898; 1CXBT1410XS903372

<b>FIRE DISTRICT 12</b>			
<b>UNIT #</b>	<b>YEAR/MAKE/MODEL</b>	<b>LICENSE #</b>	<b>VIN #</b>
61	1961 Crown		