

1. Agenda

Documents:

[PUBLIC SAFETY COMMITTEE MEETING AGENDA 05-24-2018.PDF](#)

2. Meeting Materials

Documents:

[AGENDA STAFF REPORT, RFA PLAN AMENDMENT.PDF](#)
[RFA PLAN AMENDMENT.PDF](#)



**STANWOOD POLICE/FIRE
PUBLIC SAFETY COMMITTEE
AGENDA
05-24-2018**

(Stanwood School Administration Building / 6:30 pm)

Fire: RFA Plan Amendment



**CITY OF STANWOOD
PUBLIC SAFETY COMMITTEE
STAFF REPORT**

DATE: May 24, 2018
SUBJECT: RFA PLAN AMENDMENT
CONTACT PERSON: JOHN C.CERMAK, FIRE CHIEF
ATTACHMENTS: Final Draft RFA Plan Amendment
Fire Marshal ILA

ISSUE

NCRFA was tasked with providing an RFA Plan Amendment to annex the City of Stanwood into the Regional Fire Authority.

RECOMMENDATION

Provide direction on governance and ILA parameters that would be agreeable to both Public Safety Committee and the Fire Authority Governance Committee to continue discussions for the May 24 meeting and eventually acceptance to both Board and Council.

SUMMARY

The City of Stanwood provided Resolution 2018-02 to the NCRFA Fire Commissioners requesting a proposal of annexation into the RFA. NCRFA has developed a plan amendment for discussion on key points to be addressed by the City of Stanwood and NCRFA Governing Board.

DISCUSSION

Discussion points included real estate transfer of Station 99, governance, future use of Fire Station 99 meeting room by the City of Stanwood, payment for RFA Fire and EMS Services in 2019, outstanding fire station debt, fire department impact fees, fire marshal and emergency management services, and SERS/ SNO911 assignment. All discussion points have been included in the plan amendment. One additional item was brought to our attention in the April 26, 2018 meeting relating to the Fire Marshal ILA to secure timeframes for reopeners on Fire Prevention expectations and addressed in the ILA Section 7.1.2 (i) and (ii).

The governance model in Option A was placed into the RFA Plan Amendment as discussed and as follows:

GOVERNANCE:

**Option A
3 Districts, 4 At-Large**

2. Governing Board. Upon the Effective Date, the Governing Board shall include seven (7) voting members, consisting of five (5) seated elected Commissioners from the RFA and two (2) elected officials from the City to be appointed by the City Council.

Position 1 (Commissioner District No. 1). This position will be initially filled by the RFA Commissioner currently serving in RFA Position No. 2 and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 1.

Position 2 (Commissioner District No. 2). This position will be initially filled by a City elected official appointed by the City and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 2.

Position 3 (Commissioner District No. 3). This position will be initially filled by a City elected official and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 3.

Position 4 (At-Large). This position will initially be filled by the RFA Commissioner serving in RFA Position No. 3 and will expire on December 31, 2019. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

Position 5 (At-Large). This position will initially be filled by the RFA Commissioner serving in RFA Position No. 5 and will expire on December 31, 2021. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

Position 6 (At-Large). This position will initially be filled by the RFA Commissioner serving in RFA Position No. 1 and will expire on December 31, 2023. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

Position 7 (At-Large). This position will initially be filled by the RFA Commissioner serving in RFA Position No. 4 and will expire on December 31, 2023. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

2.1. Not later than sixty (60) days prior to the filing period for the 2019 general election, the Governing Board shall establish the geographical boundaries of the three (3) commissioner districts (Positions 1, 2 and 3). In determining the geographical boundaries of such commissioner districts, the Governing Board shall be guided by the following principles: (i) the

population of each commissioner district shall be relatively equal; and (ii) one (1) commissioner district shall include the City of Stanwood.

2.2. Concurrently with the establishment of commissioner districts for Positions 1, 2 and 3, the Governing Board shall assign "Initial Elected Terms" of office for those commissioners elected in 2019 to Positions 1, 2, 3 and 4; provided, however, that one position shall have an abbreviated Initial Elected Terms of two (2) years. In assigning such Initial Terms to each Position, the Governing Board may provide that the candidate receiving the lowest number of votes shall be assigned to the Initial Elected Term of two years.

2.3. Except as provided above, all commissioner terms shall be six (6) year terms.

2.4. If the RFA Plan is later amended to expand the Governing Board, the total number of voting members shall be an odd number no greater than nine (9) in number.

INTERLOCAL AGREEMENT FOR SERVICES FOR FIRE PREVENTION, FIRE INVESTIGATION, AND EMERGENCY MANAGEMENT:

It is required to develop an Interlocal Agreement (ILA) for the above services. The level of service expected dictates the cost associated to the ILA. The intent of this ILA will be to maintain the same service level and operations currently receiving in emergency management and define fire prevention and fire investigative services to be provided. The current ILA could be clarified and does not associate a cost of service associated to the level of service. The new ILA will define these levels of service, cost of service, and parameters more clearly. It is anticipated that it will take .25 FTE of a Chief Officer to manage these programs.

FISCAL IMPACT:

The current Stanwood Interlocal Agreement (ILA) sets the contract cost at parity with the Fire Authority. The citizens will continue to pay parity with Fire Authority citizens. Currently, the ILA has multiple future cost impacts that will escalate service costs through maintenance of facilities, capital for apparatus, and additional costs for services such as Fire Marshal, DEM, and Fire Investigative services that could increase. By annexing into the Regional Fire Authority, the Fire Authority will bear those costs and planning processes over the long term. The benefit to the Fire Authority is that they can long term plan and budget for future needs with a secure partner.

COMMITTEE RECOMMENDATION

Recommend to council accept RFA Plan Amendment and place it on the November 2018 ballot.

**NORTH COUNTY REGIONAL FIRE AUTHORITY (RFA)
SERVICE PLAN**

TABLE OF CONTENTS

Page

Section 1: Background & Needs Statements

Section 2: Definitions

Section 3: Formation

Section 4: Annexation of City of Stanwood

Section 5: Jurisdictional Boundaries

Section 6: Funding and Finance

Section 7: Governance

Section 8: Organizational Structure: Personnel & Administration

Section 9: Operations and Services

APPENDICES

Appendix A: Jurisdiction Boundary Map

Appendix B: Organization Structure

Appendix C: Real Property

Appendix D: Personal Property - Vehicles and Apparatus

Appendix E: Fire Prevention/ Public Education/ Emergency Management

Appendix F: Station 99 Meeting Room Policy

SECTION 1	BACKGROUND & NEEDS STATEMENTS
Revision	The BACKGROUND & NEEDS STATEMENTS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. Background and Needs:

(1) The ability to respond to emergency situations by fire protection / emergency medical services jurisdictions has not kept up with the community's needs and special service demands, particularly in rapidly growing suburban areas;

(2) Providing a fire protection and emergency medical service system requires a shared partnership and responsibility among the local and regional governments.

(3) There are efficiencies to be gained by regional fire protection / emergency medical service delivery while retaining local control; and

(4) Timely development of significant projects can best be achieved through enhanced funding options for regional fire protection / emergency medical service agencies, using already existing taxing authority to address fire protection / emergency service needs and new authority to address critical fire protection projects and emergency services.

(5) The City of Stanwood and North County Regional Fire Authority (referred to herein as "NCRFA") 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 an interlocal agreement for services. The City and NCRFA believe that annexation of the City into the RFA is in the best interests of the community.

RFA SECTION 1 PLAN REVISION:

The **NEEDS STATEMENT** section of the **(RFA) Plan** is subject to amendment by a majority vote of the RFA Governance Board.

SECTION 2	DEFINITIONS
Revision	The DEFINITIONS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

NORTH COUNTY FIRE / EMS AUTHORITY PLAN DEFINITIONS:

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

1. **"Board", "Governance Board", or "Governing Board"** means the governing body of North County Fire / EMS.
2. **"City"** means the City of Stanwood.
3. **"Existing City Interlocal"** means the Interlocal Agreement between the RFA and the City dated March 8, 2012.
4. **"Effective Date"** means January 1, 2019.
5. **"Interlocal Agreement" or "ILA"** means any interlocal service agreement between the RFA and the City of Stanwood in providing certain administrative and support services per the adopted Plan.
6. **"Participating Jurisdictions"** means the municipal jurisdictions joining the North County Fire / EMS Authority in accordance with RCW 52.26. The original Participating Jurisdictions were Snohomish County Fire Districts 14 and 18, both of which were dissolved by a vote of the citizens within each district in 2017.
7. **"North County Regional Fire Authority" or "NCRFA"** means a municipal corporation, an independent taxing authority within the meaning of Article VII, Section 1 of the state Constitution, and a taxing district within the meaning of Article VII, Section 2 of the state Constitution, whose boundaries are coextensive with two or more adjacent fire protection jurisdictions and that has been created by a vote of the people under RCW 52.26 to implement a *North County Regional Fire Authority Plan*.
8. **"North County Regional Fire Authority Plan" or "Plan"** means a plan to develop and finance North County Fire / EMS, including, but not limited to, specific capital projects, fire operations and emergency service operations pursuant to RCW 52.26.040(3)(b), and the preservation and maintenance of existing or future facilities and services.

RFA SECTION 2 PLAN REVISION DISPOSITION:

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

SECTION 3	FORMATION
Revision	The FORMATION section of the RFA Plan is subject to amendment by being re-submitted to the electorate for approval.
Adopted	
Revised	

REFERENCE:

1. Authority to form a North County Regional Fire Authority between the Snohomish County Fire Protection District 14 and Snohomish County Fire Protection District 18 is authorized by RCW 52.26.
2. Authority and empowerment of the **PLANNING COMMITTEE** is provided by RCW 52.26.030.
3. Appointment and participation on the Planning Committee includes the three Fire Commissioners of each respective jurisdiction in accordance with RCW 52.26.030.
4. Upon successful development and approval of the NCRFA Plan by the NCRFA Planning Committee, the NCRFA Plan shall be brought to each participating jurisdiction's boards of fire commissioners for approval and adoption by resolution for placement of the NCRFA Plan on the ballot for approval by the respective voters.

ACTIVITY/OPERATION:

1. No current activity or operation of Snohomish County Fire District 14 or Snohomish County Fire District 18 will change during the planning period of the NCRFA.
2. Should the NCRFA Plan be ratified with a successful vote by the collective electorate of Snohomish County Fire Protection District 14 and Snohomish County Fire Protection District 18 shall be formed on January 1, 2008.

ASSETS/DOCUMENTATION TRANSFERRED:

1. No transfer of current assets, equipment, documents, contracts, agreements, or records of Snohomish County Fire District 14 and Snohomish County Fire District 18 will occur during the planning period of the NCRFA.
2. The transfer of assets, equipment, documents, contracts, agreements, and records to the NCRFA from the respective participating Fire Districts shall occur on January 1, 2008 and be in accordance with the Objectives identified in this NCRFA Plan.

NORTH COUNTY FIRE / EMS AUTHORITY PLAN REVISION DISPOSITION:

The **AUTHORITY** portion of the NCRFA Plan is subject to alteration only by a revised NCRFA Plan being re-submitted to the electorate for approval.

SECTION 4	ANNEXATION OF CITY OF STANWOOD
Revision	The ANNEXATION OF CITY OF STANWOOD section of the RFA Plan is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.
Adopted	
Revised	

A. REGIONAL FIRE PROTECTION SERVICE AUTHORITY

1. The North County Regional Fire Authority Plan was initially approved by the voters of Snohomish County Fire Districts 14 and 18 on November 6, 2007, and NCRFA was formed on January 1, 2008.
2. Chapter 52.26.300 RCW provides statutory authority for the annexation of additional participating jurisdictions into a Regional Fire Authority.

B. REVISED RFA PLAN APPROVAL

1. On February 8, 2018, the City of Stanwood adopted a resolution requesting annexation into NCRFA.
2. On _____, 2018, the Governing Board of NCRFA adopted Resolution No. _____ to amend the RFA Plan to establish terms and conditions of the requested annexation by the City of Stanwood. The Amended Plan and the measure for the City to annex into the RFA is being submitted to the voters of the City at the general election on November 6, 2018 as a single ballot measure that must be approved by a simple majority.
3. If the City voters approve the annexation and the Amended RFA Plan at the November, 2018 general election, then on January 1, 2019:
 - a. The annexation of the City into the RFA will be effective in accordance with RCW 52.26.300, at which time the City will become a Participating Jurisdiction in the RFA.
 - b. The boundaries of the RFA shall be as shown on the map attached hereto and in **Appendix A** of this RFA Plan.

This Amended Plan will be void and of no force and effect if the voters of the City do not approve the ballot measure at the November, 2018 general election.

C. CHANGES IN JURISDICTIONAL BOUNDARIES AFTER FORMATION OF THE RFA BASED ON CITY ACTIONS

1. Boundary changes that do not require an RFA Plan amendment:

- 1.1. 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.
- 1.2. City annexations of areas not included within the RFA. 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.

RFA SECTION 4 PLAN REVISION DISPOSITION:

SECTION 5	JURISDICTIONAL BOUNDARIES
Revision	The JURISDICTIONAL BOUNDARIES section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
Adopted	
Revised	

REFERENCE:

1. The authority to define the jurisdiction of the North County Regional Fire Authority is provided by RCW 52.26.030.

ACTIVITY/OPERATION TRANSFERRED:

1. The jurisdictional boundaries of the NCRFA shall be the legal boundaries of each Participating Jurisdiction, which boundaries are depicted on the map attached hereto and marked as Appendix A of this Plan, and shall be transferred on January 1, 2008 upon successful approval by the collective electorate.
2. Until such time as Snohomish County Fire District 14 or Snohomish County Fire District 18 is dissolved, all annexations by either fire district shall automatically be transferred into the NCRFA in accordance with RCW 52.26.290. The territory added to the NCRFA by annexation to a participating jurisdiction shall be thereafter subject to the taxation, charges, and bonded indebtedness of the NCRFA in the same means as the RFSPA.
3. The jurisdictional boundaries of NCRFA shall be amended to reflect any annexations of fire protection jurisdictions into NCRFA pursuant to RCW 52.26.300.

ASSETS TRANSFERRED:

Commented [JC1]: DISSOLVED IN AUGUST OF LAST YEAR. THE PLAN NEEDS TO BE AMENDED BUT RECOMMENDED NOT TO COMPLETE DURING A CRITICAL VOTE PERIOD THAT CAN CONVOLUTE THE PROCESS.

1. Transfer of authority and jurisdiction for the NCRFA from the respective participating fire districts shall occur on January 1, 2008 in accordance with the Objectives identified in this NCRFA Plan.

NORTH COUNTY FIRE / EMS AUTHORITY PLAN REVISION DISPOSITION:

The **JURISDICTION** portion of the NCRFA Plan is subject to alteration only by a revised NCRFA Plan being re-submitted to the electorate for approval.

DRAFT

SECTION 6	FUNDING and FINANCE
Revision	The FUNDING and FINANCE section of the RFA Plan is subject to amendment or revision by the Governing Board except when voter approval is required by statute.
Adopted	
Revised	

A. INTERIM RFA FINANCES

1. The operation and administration of the RFA shall be funded by the following:
 - 1.1 Tax levies of the RFA.
 - 1.2 Because the City annexed into the RFA after August 1, 2018, the RFA will be unable to levy its taxes within the jurisdictional limits of the City in 2018 for collection in 2019. Accordingly, for calendar year 2019, the City will pay to the RFA the sum of \$ _____ in _____ equal payments on the following dates: _____.
 - 1.3 Service contract revenues, if any.
 - 1.4 Impact Fees and Sepa Mitigation, as specified below.

Commented [JC2]: 1.2- DISCUSSION POINT- PAYMENT FOR RFA FIRE AND EMS SERVICES IN 2019

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 a tax levy rate not to exceed \$1.50 per thousand of assessed valuation for the fire levy and at a tax levy rate not to exceed \$0.50 per thousand of assessed valuation for its EMS levy.
2. **Service Contracts.** To the extent permitted by law, the RFA Governance 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.
3. **Fire Impact and Mitigation Fees.** The RFA may enter into interlocal agreements with Snohomish County and/or the City of Stanwood to collect such fees.
4. **Transport Fees.** The RFA Board will charge and collect transport fees in accordance with policies adopted by the RFA Governing Board.
5. **Ground Emergency Medical Transport.** The RFA may seek to recover Ground Emergency Medical Transport Supplemental Reimbursement.
6. **Impact Fees and SEPA Mitigation.** The City, under certain circumstances, has the ability to impose impact fees and/or require actions of mitigation which may have an impact upon fire protection for development or other activities within the City. Prior to the issuance of a SEPA threshold determination for an annexation, development or other activity within the city which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which the City may charge an impact fee and/or require mitigation, the City and the Fire Authority shall meet and discuss the impact on the services provided by the RFA and the appropriate mitigation or impact fee. Should the City impose such fees, the fees shall be placed

into a special reserve account maintained by the City until they are expended on mitigation. The RFA and the City agree that final authority to impose impact fees for fire shall remain with the City.

7. 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

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

- a. The real property identified in Appendix C and any building fixtures, furniture and contents thereof. The transfer of Station 99 to the RFA shall contain a reversionary interest providing that the title to the land and the station will return to the City if the fire station ever ceases to be used for fire and/or emergency medical services by the RFA. The amount of compensation to be paid to the RFA for such reversion shall be negotiated by the RFA and the City.

Note: The RFA would continue to permit the City to utilize the large meeting room in Station 99 as necessary for community needs. The terms of scheduling and use of such meeting room will be set forth in an interlocal agreement.

- b. All mitigation fees held pursuant to paragraph 6.6 of the Interlocal Agreement dated between the RFA and the City.
- c. Unless otherwise specified herein, no City funds shall be transferred to the RFA.
- d. 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.

1.2. City Water Systems. City water systems including fire hydrants and related appurtenances shall not be transferred and shall remain City property.

2. Condition of Assets. All assets transferred by the City based on the Plan and any subsequent agreements shall be transferred on an "as is/where is" condition.

D. LIABILITIES

1. On the Effective Date, the RFA shall assume the following liabilities of the City:

- 1.1 The periodic fire related payment obligations of the City's interlocal agreement with Snohomish County 911 commencing on the Effective Date.

2. The following City Debt/Liabilities shall be retained by the City:

- 2.1 The City will retain the liability for the outstanding bond debt on Station 99 and to continue to levy tax through 2020 or later as needed to make such payments.

RFA SECTION 6 PLAN REVISION DISPOSITION:

Commented [C-RD3]: Funds are held in a special reserve account according to the ILA.

Commented [JC4]: And, I think this is delineated in B6 above. Can this be deleted?

Commented [JC5]: DISCUSSION POINT- SERS/SNOHOMISH 911

Commented [JC6]: DISCUSSION- OUTSANDING FIRE STATION 99 DEBT

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	GOVERNANCE
Revision	The GOVERNANCE section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
Adopted	
Revised	

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.

3 Districts, 4 At-Large

2. **Governing Board.** Upon the Effective Date, the Governing Board shall include seven (7) voting members, consisting of five (5) seated elected Commissioners from the RFA and two (2) elected officials from the City to be appointed by the City Council.

- o **Position 1 (Commissioner District No. 1).** This position will be initially filled by the RFA Commissioner currently serving in RFA Position No. 2 and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 1.
- o **Position 2 (Commissioner District No. 2).** This position will be initially filled by a City elected official appointed by the City and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 2.
- o **Position 3 (Commissioner District No. 3).** This position will be initially filled by a City elected official and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 3.
- o **Position 4 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 3 and will expire on December 31, 2019. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.
- o **Position 5 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 5 and will expire on December 31, 2021. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.
- o **Position 6 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 1 and will expire on December 31, 2023. Thereafter,

this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

- o **Position 7 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 4 and will expire on December 31, 2023. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

2.1. Not later than sixty (60) days prior to the filing period for the 2019 general election, the Governing Board shall establish the geographical boundaries of the three (3) commissioner districts (Positions 1, 2 and 3). In determining the geographical boundaries of such commissioner districts, the Governing Board shall be guided by the following principles: (i) the population of each commissioner district shall be relatively equal; and (ii) one (1) commissioner district shall include the City of Stanwood.

2.2. Concurrently with the establishment of commissioner districts for Positions 1, 2 and 3, the Governing Board shall assign "Initial Elected Terms" of office for those commissioners elected in 2019 to Positions 1, 2, 3 and 4; provided, however, that one position shall have an abbreviated Initial Elected Terms of two (2) years. In assigning such Initial Terms to each Position, the Governing Board may provide that the candidate receiving the lowest number of votes shall be assigned to the Initial Elected Term of two years.

2.3. Except as provided above, all commissioner terms shall be six (6) year terms.

2.4. If the RFA Plan is later amended to expand the Governing Board, the total number of voting members shall be an odd number no greater than nine (9) in number.

3. Governing Rules. The RFA Governing Board shall develop and adopt bylaws, 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 52 RCW.

5. Compensation of Governing Board. Commissioners of the Governing Board will receive compensation 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.

RFA SECTION 7 PLAN REVISION DISPOSITION:

The **GOVERNANCE** section of the **Plan** may be amended by a majority vote of the RFA Governance Board.

SECTION 8	ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION
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Revision	The ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. ORGANIZATIONAL STRUCTURE

1. **Organizational Chart.** The RFA shall be 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 Governance Board pursuant to a written employment contract.

C. ADMINISTRATION

1. **City Retained Administrative Service Responsibilities.** The City of Stanwood shall continue to provide the following services:

Commented [C-RD7]: Placeholder.

2. **Seamless Transition.** Unless otherwise noted in the RFA Plan, upon the Effective Date, the administration and management of the RFA shall be seamless and shall model the current administrative and management components of the RFA.

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

SECTION 9	OPERATIONS AND SERVICES
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Revision	The OPERATIONS AND SERVICES section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

1. Current staffing models, deployment standards, field operations, command staffing, and operational policies and procedures of the District shall be continued at the current level of service on the Effective Date.
2. Upon the Effective Date, the RFA will initially adopt the City's Standards of Coverage Document for the City's jurisdictional boundary area and the District's Standards of Coverage Document for the District's jurisdictional boundary areas. As such, services, levels of service, standards of coverage, development standards and customer expectations 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 shall be transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage. Notwithstanding the foregoing, the City's interlocal agreements with Snohomish County 911 shall be modified to provide that the RFA will assume the fire related rights and obligations under this agreement.

Commented [C-RD8]: Need to verify this.

B. FIRE MARSHAL/INSPECTION SERVICES.

1. Existing Service Providers:
 - a. Pursuant to the Existing City Interlocal, the RFA currently provides Fire Prevention Services ("Fire Marshal Services") pursuant to RCW 19.27.050 within the boundaries of the City of Stanwood:
 - b. Snohomish County currently provides Fire Marshal Services within the District.
2. Fire Marshal Service Providers on Effective Date:
 - 2.1. On the Effective Date, Fire Marshal Services within the boundaries of the RFA shall be provided as follows:
 - a. Within the City Stanwood: The RFA will provide Fire Marshal Services to the City of Stanwood pursuant to an interlocal agreement which compensates the RFA for agreed upon 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.

Commented [JC9]: DISCUSSION- FIRE MARSHAL SERVICES/FIRE PREVENTION

C. EMERGENCY MANAGEMENT SERVICES

1. Existing Service Providers:

1.1. Pursuant to the Existing City Interlocal, the City of Stanwood contracts with the RFA for Emergency Management Services within the boundaries of the City of Stanwood. The City also contracts with Snohomish County Department of Emergency Management ("SCDEM") for emergency management services.

1.2. SCDEM 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 Stanwood: The RFA will provide oversight and coordination on the City's Emergency Operations Plans and will assign a command staff representative to the City's Emergency Operations Center when activated and during drills. The RFA will also coordinate emergency preparedness planning and training to the City. These services shall be provided pursuant to an interlocal agreement which compensates the RFA for agreed upon services.

b. Within unincorporated Snohomish County: SCDEM 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. The NCRFA Prevention/Education division shall be organized as provided in Appendix E of this NCRFA Plan.

RFA SECTION 9 PLAN REVISION DISPOSITION:

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

Commented [JC10]: DISCUSSION POINT- EMERGENCY MANAGEMENT

APPENDIX A
JURISDICTIONAL BOUNDARY MAP

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APPENDIX B
ORGANIZATION STRUCTURE

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**APPENDIX C
REAL PROPERTY**

The transfer of Station 99 to the RFA shall contain a reversionary interest providing that the title to the land and the station will return to the City if the fire station ever ceases to be used for fire and/or emergency medical services by the RFA. The amount of compensation to be paid to the RFA for such reversion shall be negotiated by the RFA and the City.

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APPENDIX D
PERSONAL PROPERTY – VEHICLES, APPARATUS, and STATION FURNITURE/FIXTURES

All personal property has been transferred to the North County Regional Fire Authority prior to the annexation of the City of Stanwood into the Regional Fire Authority.

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**APPENDIX E
FIRE PREVENTION/ FIRE INVESTIGATION/EMERGENCY MANAGEMENT**

LIST OF SERVICES

I – PLAN REVIEW AND INSPECTION SERVICES:

The Authority will provide limited plan review and occupancy inspections. Annual Inspection Services for the City within the City's boundaries, as those boundaries may be adjusted in the future. The description of Plan Review and Inspection Services in this **Appendix** is intended to provide an overview of the Services that were previously provided by the Fire Department within the Interlocal Agreement either by contract to the County Fire Marshal or between the City and Authority. The Services should be construed broadly so that the Authority will continue seamlessly providing all services previously provided by the Interlocal Agreement. Plan Review Services include, but are not limited to, administration and enforcement of applicable fire codes and prevention standards ("Code or Codes"), including the local municipal code as that section may be amended or recodified by the City.

The Authority shall provide in consultation with the City the following Plan Review and Inspection Services:

- A. Direct the management and supervision of personnel performing the Services.
- B. Consult with City Building Inspector, who completes the plan check, on Fire and Life Safety issues identified during the plan review and occupancy inspections, Code compliance and enforcement, and provide recommendations regarding the development and maintenance of Fire Codes and Standards. Consult with City on interpretation of Codes as necessary to perform the Services.
- C. Perform all other administrative and records tasks necessary to support Inspection Services for the City.
- E. Coordinate with the City the scheduling and conducting of new construction / tenant improvement inspections for fire code compliance where Fire and Life Safety input as deemed necessary.
- F. Review Special Event applications/sites for fire code compliance.
- G. Participate in the Land Use Planning process to ensure code compliance.
- H. Coordinate with City the annual inspection program to include one annual inspection per business occupancy with two re-inspections where necessary, before forwarding for code compliance.

II - FIRE CODE ENFORCEMENT:

The Authority shall provide the following Fire Prevention Code Enforcement Services in Stanwood city boundaries:

- A. Perform annual inspections required or authorized by the Code.
- B. Investigate and resolve Code violation complaints or inquiries.
- C. Perform all Code enforcement duties of the Fire Marshal, Fire Code Official, and/or Fire Chief as provided in the Code. If the parties mutually agree, the City may provide employees of the Authority with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this interlocal Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.
- D. Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
- E. Coordinate with the City on post-disaster building and system inspections and/or evaluations.
- F. Approve and/or review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- G. Manage the Fire Department Annual Inspection Program.
- H. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation with the City Building official where deemed necessary.
- I. Manage a Fire Company Inspection Program and coordinate with the City the follow-up on code enforcement violations that are identified. The parties shall meet and confer regarding the number of inspections to be achieved on an annualized basis if the listed is found to be unacceptable.
- M. Process Fire Code complaints or inquiries from the public to include data entry, file creation, and routing of information.

III - FIRE INVESTIGATION SERVICES:

The Authority shall perform or Contract with the County Fire Investigation Services that include but are not limited to:

- A. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, protect evidence, cooperate with

prosecutors and law enforcement, be available for interviews and courtroom testimony, and other associated duties.

- B. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of ten thousand dollars (\$10,000) or more if cause cannot be determined by on-scene personnel.
- C. Coordinate arson investigation activities with the Stanwood Police Department as necessary.
- D. Respond to all working fires when requested during working hours and all working fires after hours if available.
- E. Participate in regional and state fire investigative organizations and activities where deemed applicable by the Authority.

Evidence Retention

All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

Cooperation in Criminal Investigations

The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur because of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

IV. EMERGENCY MANAGEMENT:

The Fire Authority agrees to provide oversight and coordination on the City's Emergency Operations Plan. The Fire Authority further agrees to assign a command staff level fire representative to the City's Emergency Operations Center in the event that is activated as well as the services listed below:

1. Coordinate emergency preparedness planning and training to the City of Stanwood with the County DEM.
2. Serve as a part of the command staff in the City's EOC for drills, exercises and in emergencies. An effective EOC team includes multiple levels of inclusion between the city and public safety.
3. The City will maintain the EOC equipment and technology, however the Authority will maintain it as a classroom with projectors, tables, chairs, and televisions.

APPENDIX F STATION 99 MEETING ROOM POLICY

A1. The RFA would continue to permit the City to utilize the large meeting room in Station 99 as necessary for both official and non- commercial community needs.

- a. Official city meetings and functions would be scheduled utilizing a calendar tool on the NCRFA Website or by communicating with the NCRFA office staff.
 - i. The city would be responsible for setting up and cleaning up before/after the meeting
- b. Non- commercial meetings will be handled utilizing the modified city policy delineated below under section B1.

B1. NCRFA offers the use of its certain public meeting rooms to the community for non- commercial use:

As an extension of its mission to serve the community, NCRFA welcomes the community's non-commercial use of its meeting rooms for educational, cultural, intellectual, recreational, civic, governmental, social, political, or charitable meetings, workshops, lectures, entertainment, and other uses pertaining to the welfare of the community. Use of the meeting room is limited to noncommercial organizations.

2. Community Room use is made available on an equitable basis:

Space is made available for use by the public on equal terms, regardless of the beliefs, affiliations or viewpoints of the groups or individuals requesting their use.

3. The NCRFA does not endorse the activities or viewpoints of those using its Community Rooms:

Publicity for meetings or programs being held in NCRFA meeting rooms will clearly state the NCRFA does not endorse the activities or viewpoints of the groups presenting the event. If the NCRFA sponsors or cosponsors a meeting or program this will be clearly stated in the publicity of the event.

4. NCRFA sponsored or cosponsored meetings or programs have priority on Community Rooms availability:

The remaining Community Room space is made available on a first-come, first-served basis.

5. The NCRFA requires completed registration before Community Room use:

Registration includes a signed agreement on forms to be provided by the NCRFA that the group will abide by all NCRFA policies and procedures.

Use of Community Rooms

The NCRFA offers its community rooms for non-commercial use only.

Non- Commercial use is defined as groups or individuals that receive no commercial benefit by using a Community Room. Meetings or programs must not require payment to enter, but passive solicitation of donations and fund-raising activities for non-profit groups are acceptable. Meetings or programs do not have to be open to the public.

Commercial use is defined as groups or individuals that receive a commercial benefit by using a Community Room. This may include active solicitation of donations, charging admission fees, offering money-making activities or promoting a commercial business. Meetings or programs do not have to be open to the public.

The use of community meeting rooms may not be used to further the election or defeat of any candidate for public office or to support or oppose any ballot proposition.

Reservations

- You must be 18 years old to reserve a room.
- Reservations are not valid until the Community Room Registration form has been approved.
- Reservations will be on a first come first serve basis with a maximum of one-year advance reservations. No NCRFA facility may be reserved by the same individual, group or entity or individual who is a member of such group or entity more than twelve (12) times in any calendar year.
- You can reserve a room in one of the following ways:

Phone:

360-629-2184

Monday - Friday, 10 a.m. - 4 p.m.

Online:

www.northcountyfireems.com

In Person:

At NCRFA Office 8117267th ST NW.

Monday - Friday, 10 a.m. - 4 p.m.

Using the Community Rooms

- Users are responsible for room set-up and take-down. Rooms must be left in their original configuration.
- Food and beverages are welcome. Meeting room users must furnish their own dishes, utensils, paper products, and kitchen equipment, and remove them at the conclusion of the meeting. Trash should be properly disposed of in the receptacles provided and the kitchen left clean. Users are responsible for the care and condition of any equipment being used and must clean all equipment used.
- If the NCRFA sponsors or cosponsors a meeting or program this will be clearly stated in the publicity of the event.
- No activity may be undertaken in the community meeting rooms that disrupt the normal North County Regional Fire Authority

operation or use of the facility, such as activities that involve disruptive levels of noise, odors, etc.

- NCRFA indoor facilities are smoke and tobacco free. No alcoholic beverages, tobacco, or drugs shall be allowed.
- Use of candles or any other type of open flame is not allowed.
- Audiovisual (AV) equipment may be available upon request at Fire Station 99. Other meeting rooms do not have AV equipment available. Items and equipment may not be stored in the meeting room.
- All community meeting room users must complete a NCRFA Community Meeting Room Registration form agreement and permission must be granted by the Fire Chief or designee.
- Users agree to be responsible for compliance with all federal, state and local laws, rules and regulations in regards to activities conducted, sponsored on or about the facility. Users understand the NCRFA may not discriminate nor endorse discrimination in the use of its facilities. Users must agree not to discriminate against any person on the grounds of race, religion, creed, color, national origin, sexual orientation, marital status, disability, age or other basis governed by state or federal law in the conduct of its activities while on or about the facility.
- Individuals or groups who complete the Community Room Registration agreement form agree to pay for damages to the facility and/or loss of NCRFA property within the facility resulting from the user's negligence.
- Organizations that engage in severe or repeated violations of meeting room policies, library regulations, or civil laws shall be banned from further use of the community meeting room.

INSURANCE & LIABILITY

Users planning high risk activities, as determined solely by the Fire Chief, will be required to provide proof of general liability insurance and must acknowledge responsibility that they will hold the NCRFA harmless from any and all claims by any person(s) arising from use of the facility and anticipation in the host's planned activities.

When insurance is required, the applicant has **three options**:

1. Purchase insurance through One Beacon Entertainment, or similar insurer, at <http://www.onebeaconentertainment.com>
2. Purchase private insurance.
3. In the case of contracting with a vendor, securing insurance through the vendor.

All groups who provide insurance shall provide NCRFA with a certificate of insurance naming NCRFA, its officers, agents, employees and elected officials as additional insureds as respects the use of the NCRFA facility. The insurance limits and coverages shall be as required by the NCRFA.

Cancellation

- Cancellation of community room reservations are made to the NCRFA Administration Office.

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INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

**INTERLOCAL AGREEMENT
BETWEEN
NORTH COUNTY REGIONAL FIRE AUTHORITY AND THE CITY OF
STANWOOD FOR FIRE
MARSHAL/INVESTIGATION SERVICES
AND EMERGENCY MANAGEMENT**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **NORTH COUNTY** regional fire authority, a Washington municipal corporation (the "Authority") and the **CITY OF STANWOOD**, a Washington city (the "City") on this **DATE**

WHEREAS, the City is annexing into the Authority effective _____, 2018; and

WHEREAS, the Regional Fire Authority (RFA) Plan contemplates that the City will contract for fire marshal services from the Authority; and

WHEREAS, the Authority and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements to provide high quality services to the public in an efficient manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to ensure high quality and uninterrupted fire marshal services to the residents of the City during the term of this Agreement.

2. **Term.** This Agreement shall commence on **DATE** or on the date that this Agreement is filed with the County Auditor or posted on either party's website, whichever is later (the "Effective Date") and will continue until terminated as provided herein. Either party may terminate this Agreement for any reason upon not less than twenty-four (24) months' advance written notice; provided, however, that neither party shall issue notice of termination prior to **DATE**.

2.1 Termination by Authority for Cause. The Authority may also terminate this Agreement upon thirty (30) days' notice if the City fails to pay an undisputed Contract Payment installment within ninety (90) days of its due date, and fails to cure the failure to pay prior to the termination date stated in the notice.

2.2 Termination by City for Cause. If the Authority is in material breach of any term or condition herein, the City may provide the Authority with a written notice describing the default in detail. The Authority shall cure such breach within ninety (90) days after receipt of such notice and shall confer with the City on the steps being taken; provided, however, that the time for cure shall be extended if the default cannot be cured within ninety (90) days and the Authority is making a good faith effort to cure such default in a timely manner. If the Authority fails to timely cure the default as provided in this section, the City may issue written notice of termination which shall take effect not less than thirty (30) days following such notice.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

3. **Services.** During the term of this Agreement, the Authority agrees to provide those fire marshal services identified on Exhibit A hereto (the "Services") within the boundaries of the City, as those boundaries may be adjusted in the future.

4. **Level of Service.** The Services shall be provided in such a manner as to maintain the existing levels of service provided by the Authority immediately prior to the Effective Date until or unless a revised scope of services is mutually agreed upon in an amendment to this Agreement in accordance with Section 24 below.

4.1 The Services shall be administered in the interest of the City and shall be performed in a professional and competent manner pursuant to and within the timelines required of the City's Municipal Code (the "Code"), City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of the Services. It is recognized by both parties that there are exceptions that will impact turnaround times that shall be taken into consideration in determining compliance with this section of the Agreement.

4.2 In the event the City, for any reason, determines that it is in the interest of the City to change the defined Level of Service, the Contract Payment shall be adjusted in accordance with Exhibit B. Any modification to the Level of Service shall be stated in a written amendment to this Agreement specifying the modifications to the Level of Service and the changes to the Contract Payment. In the event substantial volume increases affect the ability of the Authority to meet the defined Level of Service, the parties agree to collaborate in the public interest to address adjustments in the Contract Payment necessary to satisfy the Level of Service or to make changes to the Level of Service on mutually agreeable terms; provided, that no adjustment to the Contract Payment or change to the Level of Service shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below.

4.3 Designees from each party shall meet on a regular basis at the request of either party, to discuss the Level of Service, the Contract Payment and any other issues arising out of the performance of this Agreement.

5. **Personnel, Equipment and Office Space.**

5.1 The Authority shall be solely responsible for establishing and supplying all staffing (the "Assigned Authority Personnel") and all equipment necessary to provide the Services, except for any equipment which the City is expressly required herein to provide.

5.2 The City shall provide the Assigned Authority Personnel with access to permit files and other City records reasonably necessary for the Authority to provide the Services.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

6. **City Fees, Billing and Collection.** The City may continue to impose and charge fees related to fire prevention services. The City shall collect and shall be entitled to retain all such fees that are collected. Billing and collection services associated with the City's fees shall be solely performed by City staff.

7. **Contract Payment.** Beginning **DATE**, the City shall, in consideration of the Services, pay the Authority an annual sum (the "Contract Payment") in accordance with **Exhibit B**. **Exhibit B** is designed to set forth an estimated level of compensation that fully compensates the Authority for the actual cost of providing the Services as defined in **Exhibit A**.

7.11 **Contract Payment Adjustment.** Each year, no later than **MONTH DAY** ("Adjustment Deadline"), the Authority shall submit to the City a statement showing the Contract Payment for the ensuing year, taking into account increases in labor costs for those personnel providing the Services.

7.1.1 **Adjustment Date Not Met.** If a new collective bargaining agreement (CBA) between the Authority and the IAFF Local or employment contract which represents the Authority's employees has not been finalized by the Adjustment Deadline of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA or contract is effective between the Authority and the local chapter of the IAFF or Authority. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2017 and a new CBA is executed on December 1, 2019 but made retroactive to January 1, 2018, the Adjustment Year would be 2018.

7.1.2 **Compensation Adjustments.** If the parties determine that the calculation on **Exhibit B** results in an overcompensation or under compensation, the City and Authority shall cooperate to make adjustments to **Exhibit B**, as necessary, to achieve the goal of compensating the Authority for the actual cost of providing the Services; provided, that no adjustment to **Exhibit B** shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below. The parties shall meet and confer on a regular basis to review performance and level of service of this agreement.

- i. Should a change in the level of service listed in Exhibit B be requested by either party, a reopener shall be allowed annually to discuss the changes necessary and cost of decrease or increase in services rendered.
- ii. This ILA shall be reevaluated once every eight years to discuss cost analysis and service levels.

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7.1.3 **Creating Unfunded Mandates.** The City shall not create any unfunded mandates for increased service or reporting by the Authority without fully compensating the Authority for actual costs incurred.

8. **Payment.** For 2018, the Contract Payment shall be the

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

pro rata amount of the amount set forth on Exhibit B. Beginning January 1, 2019, the Contract Payment shall be due and payable in four equal installments made by the fifteenth (15th) day of the month in the months of January, April, July and October. The Authority shall issue an invoice to the City at least thirty (30) days in advance of the due date. If payment of an undisputed installment is more than thirty (30) days delinquent, interest shall accrue at the rate of twelve percent (12%) per annum.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

9. Fire Code Official. For purposes of Section 103.2 of the International Fire Code (IFC), the Authority Fire Chief shall be designated the Fire Code Official for the City during the term of this Agreement. In consultation with the City, the Fire Chief shall designate an individual to serve as the City Fire Marshal and ensure the assignment of fire prevention personnel to support the needs of the City as defined in Exhibit A. The Fire Marshal and prevention personnel will perform the functions specified in this Agreement, International Fire Code, City ordinances, and other adopted fire service standards. The City shall retain the full and ultimate authority for code adoption, interpretation and enforcement. The Fire Marshal and Fire Prevention personnel shall be certified commensurate with duties assigned.

9.1 Fire Code refers to all applicable fire codes and prevention standards ("Codes") of Section 103.2 of the International Fire Code (IFC) and local municipal code as that section may be amended or re-codified by the City.

9.2 The Fire Code Official may, from time to time, make recommendations to the City regarding suggested revisions or amendments to the City's Fire Code. Such recommendations shall be made according to the process prescribed by the City.

10. Fire Inspections. The following terms and conditions shall apply with regards to inspection services outlined on Exhibit A:

10.1 All services provided pursuant to this Exhibit shall be performed in a professional and competent manner pursuant to and within the timelines required of the Codes, City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of that work. Fire prevention personnel shall obtain and maintain certifications needed to perform the duties of these services.

10.2 The personnel assigned to the Fire Marshal's office shall maintain their operational training and provide operational support as part of their daily activities as directed by the Authority.

10.3 NCRFA will complete one annual inspection per business occupancy per year with a maximum of two re-inspections before turning over to code enforcement by City personnel. Plan check and occupancy inspections will be completed by City Building Inspectors, however fire personnel will be available to work together on issues mutually beneficial to fire and life safety.

11. Fire Code Enforcement. The following terms and conditions shall apply with regards to those Fire Prevention Code Enforcement services outlined on Exhibit A:

11.1 The City shall be responsible for providing prosecution services and legal counsel necessary to prosecute any civil or criminal code enforcement issues when enforcement requires judicial action (including hearing examiner proceedings). Once enforcement is turned over to the City for judicial action, the City retains independent prosecutorial discretion as to how or whether to proceed with enforcement action. The City will also

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

maintain responsibility for any code enforcement activities that require the presence or involvement of commissioned law enforcement officers. The Assigned Authority Personnel who inspected the property and found it to be in violation shall appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist the City with enforcing the IFC at the sole cost of the Authority. If the parties mutually agree, the City may provide Assigned Authority Personnel with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the general public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.

11.2 The Authority will coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.

11.3 The Authority will attend and provide testimony and exhibits at Code enforcement hearings before the City's Hearing Examiner, and upon appeal, if any, to court.

12. Fire Investigation Services. The following terms and conditions shall apply with regards to those Fire Investigation services outlined on **Exhibit A**:

12.1 The Authority will investigate the cause and origin of all fires, however major fires greater than \$10,000, the Authority Fire Marshal will investigate and coordinate arson Investigation with Snohomish County Sheriff and Fire Marshal as required.

12.2 The Authority will have available staff to investigate major fires 24 hours per day on call except during vacation and training periods, in which time mutual aid will be utilized or contracted with Snohomish County Fire Marshal.

12.3 The Authority will coordinate arson investigation activities with the City Police Department as necessary. The City may issue a limited commission to investigators to allow for sharing of privileged information or other activities approved by the City Police Chief. In the event of major crimes such as homicide or great bodily injury, the Authority will work with Snohomish County Fire Marshal, and Snohomish County Sheriff to coordinate the outcome. The Authority shall not bear the cost of that enforcement if incurred.

12.4 All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

12.5 The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

12.6 The City reserves the right to use Snohomish County Fire Marshal's Office to assist with the performance of the services in this section.

13. **Records.** All records received, used or prepared in connection with the Services shall remain in the custody of the City and shall be maintained in such manner(s) as may be prescribed by the City. All such records shall be accessible by the Assigned Authority Personnel in order to perform the Services.

13.1 The City shall be solely responsible for responding to Public Records Requests received by the City which involve public records generated pursuant to this Agreement; provided, however, that the Authority and Assigned Authority Personnel shall assist, as necessary, in locating responsive records necessary for the City to fulfill its statutory duties under RCW 42.56.

13.2 The Authority shall be solely responsible for responding to Public Records Requests received by the Authority which involve public records generated pursuant to this Agreement; provided, however, that the City shall cooperate, as necessary, in providing records necessary for the Authority to fulfill its statutory duties under RCW 42.56.

14. **Indemnification.**

14.1 To the extent permitted by law, the Authority shall indemnify, hold harmless and defend the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the Authority, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the City, the Authority shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the City and its officers, agents, employees or any of them, or jointly against the City and the Authority and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the Authority, the Authority shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the Authority's obligation under this Section applies only to the extent of its negligence.

14.2 To the extent permitted by law, the City shall indemnify, hold harmless and

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

defend the Authority and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the Authority, the City shall defend the same at its sole cost and expense; provided that the Authority retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the Authority and its officers, agents, employees or any of them, or jointly against the Authority and the City and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the City, the City shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the City's obligation under this Section applies only to the extent of its negligence.

15. City and Authority Are Independent Municipal Governments. The parties recognize and agree that they are independent governments. No separate legal or administrative entity is created by this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property acquired or used by either party in connection with the performance of this Agreement shall remain the sole property of such party, and the other party shall have no interest therein. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the Authority shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the City.

16. Administration of Agreement. This Agreement shall be administered by the Authority's Fire Chief and the Mayor of the City. The Fire Chief and Mayor shall meet regularly and at the request of either party to ensure the satisfaction of the City with the Services. The Mayor may provide input to the Fire Chief concerning desired outcomes concerning the Services.

16.1 In addition to the foregoing, the Authority will provide such reports as may be reasonably requested by the Mayor in order to remain informed regarding the Services performed pursuant to this Agreement.

17. Assigned Authority Personnel. The Assigned Authority Personnel shall at all times be Authority employees and shall not be deemed to be loaned employees of the City. The Authority shall be solely responsible for all compensation due to Assigned Authority Personnel, supervision and discipline. The City shall immediately notify the Human Resources Director for the Authority concerning any actions by Assigned Authority Personnel requiring involvement by the Human Resources Department. The Authority retains the right to move employees within the Prevention Division.

18. Dispute Resolution. It is the intent of the parties herein to attempt to resolve all

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

disputes between them without litigation. The parties shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the parties. If the parties cannot agree upon a mediator, the parties shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS) and request that a mediator be appointed. If the parties cannot agree on which of these services to use, one of them shall be selected at random. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation.

18.1 Jurisdiction and venue for any dispute arising out of this Agreement shall lie exclusively in the Superior Court of Snohomish County, Washington. Each party expressly waives the right to a jury trial.

19. **Non-Waiver.** No waiver of any act or omission, including but not limited to acceptance of payment by the Authority, shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.

20. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

North County Attention: Fire Chief
8117 267th ST NW
Stanwood, WA 98292

City of
Stanwood
Attention: Mayor
10220 270th ST
Stanwood, WA 98292

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

21. **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

22. **Survival.** All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

23. **Entire Agreement.** This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the legislative authorities of each party.

24. **Amendments.** This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authorities of each party.

**NORTH COUNTY
REGIONAL FIRE AUTHORITY**

CITY OF STANWOOD

By: _____
By: _____
Commissioner Cade

Leonard Kelley, Mayor

By: _____
Commissioner Iverson

By: _____
Commissioner Sinker

ATTEST: _____
Katie Ellis, Board Secretary

By: _____
Commissioner Oakes

By: _____
Commissioner Longley

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

**EXHIBIT A
LIST OF SERVICES**

I – PLAN REVIEW AND INSPECTION SERVICES:

The Authority will provide limited plan review and occupancy inspections. Annual Inspection Services for the City within the City's boundaries, as those boundaries may be adjusted in the future. The description of Plan Review and Inspection Services in this **Exhibit A** is intended to provide an overview of the Services that were previously provided by the Fire Department within the Interlocal Agreement either by contract to the County Fire Marshal or between the City and Authority. The Services should be construed broadly so that the Authority will continue seamlessly providing all services previously provided by the Interlocal Agreement. Plan Review Services include, but are not limited to, administration and enforcement of applicable fire codes and prevention standards ("Code or Codes"), including local municipal code as that section may be amended or recodified by the City.

The Authority shall provide in consultation with the City the following Plan Review and Inspection Services:

- A. Direct the management and supervision of personnel performing the Services.
- B. Consult with City Building Inspector on Fire and Life Safety issues identified during the plan review and occupancy inspections, Code compliance and enforcement, and provide recommendations regarding the development and maintenance of Fire Codes and Standards. Consult with City on interpretation of Codes as necessary to perform the Services.
- C. Perform all other administrative and records tasks necessary to support Inspection Services for the City.
- E. Coordinate with the City the scheduling and conducting of new construction / tenant improvement inspections for fire code compliance where Fire and Life Safety input is deemed necessary.
- F. Review Special Event applications/sites for fire code compliance.
- G. Participate in the Land Use Planning process to ensure code compliance.
- H. Coordinate with City the annual inspection program to include one annual inspection per business occupancy with two re-inspections where necessary, before forwarding for code compliance.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

II - FIRE CODE ENFORCEMENT:

The Authority shall provide the following Fire Prevention Code Enforcement Services in Stanwood city boundaries:

- A. Perform annual inspections required or authorized by the Code.
- B. Investigate and resolve Code violation complaints or inquiries.
- C. Perform all Code enforcement duties of the Fire Marshal, Fire Code Official, and/or Fire Chief as provided in the Code. If the parties mutually agree, the City may provide employees of the Authority with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this interlocal Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.
- D. Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
- E. Coordinate with the City on post-disaster building and system inspections and/or evaluations.
- F. Approve and/or Review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- G. Manage the Fire Department Annual Inspection Program.
- H. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation with the City Building official where deemed necessary.
- I. Manage a Fire Company Inspection Program and coordinate with the City the follow-up on code enforcement violations that are identified. The parties shall meet and confer regarding the number of inspections to be achieved on an annualized basis if the listed is found to be unacceptable.
- M. Process Fire Code complaints or inquiries from the public to include data entry, file creation, and routing of information.

III - FIRE INVESTIGATION SERVICES:

The Authority shall perform or Contract with the County Fire Investigation Services that include but are not limited to:

- A. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, protect evidence, cooperate with

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

prosecutors and law enforcement, be available for interviews and courtroom testimony, and other associated duties.

- B. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of ten thousand dollars (\$10,000) or more if cause cannot be determined by on-scene personnel.
- C. Coordinate arson investigation activities with the Stanwood Police Department as necessary.
- D. Respond to all working fires when requested during working hours and all working fires after hours if available.
- E. Participate in regional and state fire investigative organizations and activities where deemed applicable by the Authority.

Evidence Retention

All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

Cooperation in Criminal Investigations

The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur because of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

IV. EMERGENCY MANAGEMENT:

The Fire Authority agrees to provide oversight and coordination on the City's Emergency Operations Plan. The Fire Authority further agrees to assign a command staff level fire representative to the City's Emergency Operations Center in the event that is activated as well as the services listed below:

- 1. Coordinate emergency preparedness planning and training to the City of Stanwood with the County DEM.
- 2. Serve as a part of the command staff in the City's EOC for drills, exercises and in emergencies. An effective EOC team includes multiple levels of inclusion between the city and public safety.
- 3. The City will maintain the EOC equipment and technology, however the Authority will maintain it as a classroom with projectors, tables, chairs, and televisions.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND EMERGENCY
MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF STANWOOD

EXHIBIT B

**YEAR Fire Marshal/Fire Investigation/
Emergency Management
Service Contract Estimate**

Labor	\$42,000
M&O/Administration	\$875
Capital	\$838
Total Cost	\$43,713

Note 1: Labor costs are based on 2018 Stanwood current salary and benefit rates.

Note 2: In accordance with 7.1.1, if a new collective bargaining agreement (CBA) between the Authority and the IAFF Local or employee contract which represents the Authority's employees has not been finalized by September 1 of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA is effective between the Authority and the local chapter of the IAFF. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2017 and a new CBA is executed on December 1, 2019 but made retroactive to January 1, 2018, the Adjustment Year would be 2018.

Note 3: M&O/Administration costs are related to human resources, accounting, payroll services, fleet maintenance, uniforms, radios, field technology, etc.

Note 4: Capital costs are related to fleet management for inspector vehicles on an 10-year replacement schedule and will increase 3% annually.



**CITY OF STANWOOD
PUBLIC SAFETY COMMITTEE
STAFF REPORT**

DATE: May 24, 2018
SUBJECT: RFA PLAN AMENDMENT
CONTACT PERSON: JOHN C.CERMAK, FIRE CHIEF
ATTACHMENTS: Final Draft RFA Plan Amendment
Fire Marshal ILA

ISSUE

NCRFA was tasked with providing an RFA Plan Amendment to annex the City of Stanwood into the Regional Fire Authority.

RECOMMENDATION

Provide direction on governance and ILA parameters that would be agreeable to both Public Safety Committee and the Fire Authority Governance Committee to continue discussions for the May 24 meeting and eventually acceptance to both Board and Council.

SUMMARY

The City of Stanwood provided Resolution 2018-02 to the NCRFA Fire Commissioners requesting a proposal of annexation into the RFA. NCRFA has developed a plan amendment for discussion on key points to be addressed by the City of Stanwood and NCRFA Governing Board.

DISCUSSION

Discussion points included real estate transfer of Station 99, governance, future use of Fire Station 99 meeting room by the City of Stanwood, payment for RFA Fire and EMS Services in 2019, outstanding fire station debt, fire department impact fees, fire marshal and emergency management services, and SERS/ SNO911 assignment. All discussion points have been included in the plan amendment. One additional item was brought to our attention in the April 26, 2018 meeting relating to the Fire Marshal ILA to secure timeframes for reopeners on Fire Prevention expectations and addressed in the ILA Section 7.1.2 (i) and (ii).

The governance model in Option A was placed into the RFA Plan Amendment as discussed and as follows:

GOVERNANCE:

**Option A
3 Districts, 4 At-Large**

2. Governing Board. Upon the Effective Date, the Governing Board shall include seven (7) voting members, consisting of five (5) seated elected Commissioners from the RFA and two (2) elected officials from the City to be appointed by the City Council.

Position 1 (Commissioner District No. 1). This position will be initially filled by the RFA Commissioner currently serving in RFA Position No. 2 and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 1.

Position 2 (Commissioner District No. 2). This position will be initially filled by a City elected official appointed by the City and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 2.

Position 3 (Commissioner District No. 3). This position will be initially filled by a City elected official and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 3.

Position 4 (At-Large). This position will initially be filled by the RFA Commissioner serving in RFA Position No. 3 and will expire on December 31, 2019. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

Position 5 (At-Large). This position will initially be filled by the RFA Commissioner serving in RFA Position No. 5 and will expire on December 31, 2021. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

Position 6 (At-Large). This position will initially be filled by the RFA Commissioner serving in RFA Position No. 1 and will expire on December 31, 2023. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

Position 7 (At-Large). This position will initially be filled by the RFA Commissioner serving in RFA Position No. 4 and will expire on December 31, 2023. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

2.1. Not later than sixty (60) days prior to the filing period for the 2019 general election, the Governing Board shall establish the geographical boundaries of the three (3) commissioner districts (Positions 1, 2 and 3). In determining the geographical boundaries of such commissioner districts, the Governing Board shall be guided by the following principles: (i) the

population of each commissioner district shall be relatively equal; and (ii) one (1) commissioner district shall include the City of Stanwood.

2.2. Concurrently with the establishment of commissioner districts for Positions 1, 2 and 3, the Governing Board shall assign "Initial Elected Terms" of office for those commissioners elected in 2019 to Positions 1, 2, 3 and 4; provided, however, that one position shall have an abbreviated Initial Elected Terms of two (2) years. In assigning such Initial Terms to each Position, the Governing Board may provide that the candidate receiving the lowest number of votes shall be assigned to the Initial Elected Term of two years.

2.3. Except as provided above, all commissioner terms shall be six (6) year terms.

2.4. If the RFA Plan is later amended to expand the Governing Board, the total number of voting members shall be an odd number no greater than nine (9) in number.

INTERLOCAL AGREEMENT FOR SERVICES FOR FIRE PREVENTION, FIRE INVESTIGATION, AND EMERGENCY MANAGEMENT:

It is required to develop an Interlocal Agreement (ILA) for the above services. The level of service expected dictates the cost associated to the ILA. The intent of this ILA will be to maintain the same service level and operations currently receiving in emergency management and define fire prevention and fire investigative services to be provided. The current ILA could be clarified and does not associate a cost of service associated to the level of service. The new ILA will define these levels of service, cost of service, and parameters more clearly. It is anticipated that it will take .25 FTE of a Chief Officer to manage these programs.

FISCAL IMPACT:

The current Stanwood Interlocal Agreement (ILA) sets the contract cost at parity with the Fire Authority. The citizens will continue to pay parity with Fire Authority citizens. Currently, the ILA has multiple future cost impacts that will escalate service costs through maintenance of facilities, capital for apparatus, and additional costs for services such as Fire Marshal, DEM, and Fire Investigative services that could increase. By annexing into the Regional Fire Authority, the Fire Authority will bear those costs and planning processes over the long term. The benefit to the Fire Authority is that they can long term plan and budget for future needs with a secure partner.

COMMITTEE RECOMMENDATION

Recommend to council accept RFA Plan Amendment and place it on the November 2018 ballot.

**NORTH COUNTY REGIONAL FIRE AUTHORITY (RFA)
SERVICE PLAN**

TABLE OF CONTENTS

Page

Section 1: Background & Needs Statements

Section 2: Definitions

Section 3: Formation

Section 4: Annexation of City of Stanwood

Section 5: Jurisdictional Boundaries

Section 6: Funding and Finance

Section 7: Governance

Section 8: Organizational Structure: Personnel & Administration

Section 9: Operations and Services

APPENDICES

Appendix A: Jurisdiction Boundary Map

Appendix B: Organization Structure

Appendix C: Real Property

Appendix D: Personal Property - Vehicles and Apparatus

Appendix E: Fire Prevention/ Public Education/ Emergency Management

Appendix F: Station 99 Meeting Room Policy

SECTION 1	BACKGROUND & NEEDS STATEMENTS
Revision	The BACKGROUND & NEEDS STATEMENTS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. Background and Needs:

(1) The ability to respond to emergency situations by fire protection / emergency medical services jurisdictions has not kept up with the community's needs and special service demands, particularly in rapidly growing suburban areas;

(2) Providing a fire protection and emergency medical service system requires a shared partnership and responsibility among the local and regional governments.

(3) There are efficiencies to be gained by regional fire protection / emergency medical service delivery while retaining local control; and

(4) Timely development of significant projects can best be achieved through enhanced funding options for regional fire protection / emergency medical service agencies, using already existing taxing authority to address fire protection / emergency service needs and new authority to address critical fire protection projects and emergency services.

(5) The City of Stanwood and North County Regional Fire Authority (referred to herein as "NCRFA") 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 an interlocal agreement for services. The City and NCRFA believe that annexation of the City into the RFA is in the best interests of the community.

RFA SECTION 1 PLAN REVISION:

The **NEEDS STATEMENT** section of the **(RFA) Plan** is subject to amendment by a majority vote of the RFA Governance Board.

SECTION 2	DEFINITIONS
Revision	The DEFINITIONS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

NORTH COUNTY FIRE / EMS AUTHORITY PLAN DEFINITIONS:

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

1. **"Board", "Governance Board", or "Governing Board"** means the governing body of North County Fire / EMS.
2. **"City"** means the City of Stanwood.
3. **"Existing City Interlocal"** means the Interlocal Agreement between the RFA and the City dated March 8, 2012.
4. **"Effective Date"** means January 1, 2019.
5. **"Interlocal Agreement" or "ILA"** means any interlocal service agreement between the RFA and the City of Stanwood in providing certain administrative and support services per the adopted Plan.
6. **"Participating Jurisdictions"** means the municipal jurisdictions joining the North County Fire / EMS Authority in accordance with RCW 52.26. The original Participating Jurisdictions were Snohomish County Fire Districts 14 and 18, both of which were dissolved by a vote of the citizens within each district in 2017.
7. **"North County Regional Fire Authority" or "NCRFA"** means a municipal corporation, an independent taxing authority within the meaning of Article VII, Section 1 of the state Constitution, and a taxing district within the meaning of Article VII, Section 2 of the state Constitution, whose boundaries are coextensive with two or more adjacent fire protection jurisdictions and that has been created by a vote of the people under RCW 52.26 to implement a *North County Regional Fire Authority Plan*.
8. **"North County Regional Fire Authority Plan" or "Plan"** means a plan to develop and finance North County Fire / EMS, including, but not limited to, specific capital projects, fire operations and emergency service operations pursuant to RCW 52.26.040(3)(b), and the preservation and maintenance of existing or future facilities and services.

RFA SECTION 2 PLAN REVISION DISPOSITION:

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

SECTION 3	FORMATION
Revision	The FORMATION section of the RFA Plan is subject to amendment by being re-submitted to the electorate for approval.
Adopted	
Revised	

REFERENCE:

1. Authority to form a North County Regional Fire Authority between the Snohomish County Fire Protection District 14 and Snohomish County Fire Protection District 18 is authorized by RCW 52.26.
2. Authority and empowerment of the **PLANNING COMMITTEE** is provided by RCW 52.26.030.
3. Appointment and participation on the Planning Committee includes the three Fire Commissioners of each respective jurisdiction in accordance with RCW 52.26.030.
4. Upon successful development and approval of the NCRFA Plan by the NCRFA Planning Committee, the NCRFA Plan shall be brought to each participating jurisdiction's boards of fire commissioners for approval and adoption by resolution for placement of the NCRFA Plan on the ballot for approval by the respective voters.

ACTIVITY/OPERATION:

1. No current activity or operation of Snohomish County Fire District 14 or Snohomish County Fire District 18 will change during the planning period of the NCRFA.
2. Should the NCRFA Plan be ratified with a successful vote by the collective electorate of Snohomish County Fire Protection District 14 and Snohomish County Fire Protection District 18 shall be formed on January 1, 2008.

ASSETS/DOCUMENTATION TRANSFERRED:

1. No transfer of current assets, equipment, documents, contracts, agreements, or records of Snohomish County Fire District 14 and Snohomish County Fire District 18 will occur during the planning period of the NCRFA.
2. The transfer of assets, equipment, documents, contracts, agreements, and records to the NCRFA from the respective participating Fire Districts shall occur on January 1, 2008 and be in accordance with the Objectives identified in this NCRFA Plan.

NORTH COUNTY FIRE / EMS AUTHORITY PLAN REVISION DISPOSITION:

The **AUTHORITY** portion of the NCRFA Plan is subject to alteration only by a revised NCRFA Plan being re-submitted to the electorate for approval.

SECTION 4	ANNEXATION OF CITY OF STANWOOD
Revision	The ANNEXATION OF CITY OF STANWOOD section of the RFA Plan is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.
Adopted	
Revised	

A. REGIONAL FIRE PROTECTION SERVICE AUTHORITY

1. The North County Regional Fire Authority Plan was initially approved by the voters of Snohomish County Fire Districts 14 and 18 on November 6, 2007, and NCRFA was formed on January 1, 2008.
2. Chapter 52.26.300 RCW provides statutory authority for the annexation of additional participating jurisdictions into a Regional Fire Authority.

B. REVISED RFA PLAN APPROVAL

1. On February 8, 2018, the City of Stanwood adopted a resolution requesting annexation into NCRFA.
2. On _____, 2018, the Governing Board of NCRFA adopted Resolution No. _____ to amend the RFA Plan to establish terms and conditions of the requested annexation by the City of Stanwood. The Amended Plan and the measure for the City to annex into the RFA is being submitted to the voters of the City at the general election on November 6, 2018 as a single ballot measure that must be approved by a simple majority.
3. If the City voters approve the annexation and the Amended RFA Plan at the November, 2018 general election, then on January 1, 2019:
 - a. The annexation of the City into the RFA will be effective in accordance with RCW 52.26.300, at which time the City will become a Participating Jurisdiction in the RFA.
 - b. The boundaries of the RFA shall be as shown on the map attached hereto and in **Appendix A** of this RFA Plan.

This Amended Plan will be void and of no force and effect if the voters of the City do not approve the ballot measure at the November, 2018 general election.

C. CHANGES IN JURISDICTIONAL BOUNDARIES AFTER FORMATION OF THE RFA BASED ON CITY ACTIONS

1. Boundary changes that do not require an RFA Plan amendment:

- 1.1. 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.
- 1.2. City annexations of areas not included within the RFA. 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.

RFA SECTION 4 PLAN REVISION DISPOSITION:

SECTION 5	JURISDICTIONAL BOUNDARIES
Revision	The JURISDICTIONAL BOUNDARIES section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
Adopted	
Revised	

REFERENCE:

1. The authority to define the jurisdiction of the North County Regional Fire Authority is provided by RCW 52.26.030.

ACTIVITY/OPERATION TRANSFERRED:

1. The jurisdictional boundaries of the NCRFA shall be the legal boundaries of each Participating Jurisdiction, which boundaries are depicted on the map attached hereto and marked as Appendix A of this Plan, and shall be transferred on January 1, 2008 upon successful approval by the collective electorate.
2. Until such time as Snohomish County Fire District 14 or Snohomish County Fire District 18 is dissolved, all annexations by either fire district shall automatically be transferred into the NCRFA in accordance with RCW 52.26.290. The territory added to the NCRFA by annexation to a participating jurisdiction shall be thereafter subject to the taxation, charges, and bonded indebtedness of the NCRFA in the same means as the RFSPA.
3. The jurisdictional boundaries of NCRFA shall be amended to reflect any annexations of fire protection jurisdictions into NCRFA pursuant to RCW 52.26.300.

ASSETS TRANSFERRED:

Commented [JC1]: DISSOLVED IN AUGUST OF LAST YEAR. THE PLAN NEEDS TO BE AMENDED BUT RECOMMENDED NOT TO COMPLETE DURING A CRITICAL VOTE PERIOD THAT CAN CONVOLUTE THE PROCESS.

1. Transfer of authority and jurisdiction for the NCRFA from the respective participating fire districts shall occur on January 1, 2008 in accordance with the Objectives identified in this NCRFA Plan.

NORTH COUNTY FIRE / EMS AUTHORITY PLAN REVISION DISPOSITION:

The **JURISDICTION** portion of the NCRFA Plan is subject to alteration only by a revised NCRFA Plan being re-submitted to the electorate for approval.

DRAFT

SECTION 6	FUNDING and FINANCE
Revision	The FUNDING and FINANCE section of the RFA Plan is subject to amendment or revision by the Governing Board except when voter approval is required by statute.
Adopted	
Revised	

A. INTERIM RFA FINANCES

1. The operation and administration of the RFA shall be funded by the following:
 - 1.1 Tax levies of the RFA.
 - 1.2 Because the City annexed into the RFA after August 1, 2018, the RFA will be unable to levy its taxes within the jurisdictional limits of the City in 2018 for collection in 2019. Accordingly, for calendar year 2019, the City will pay to the RFA the sum of \$ _____ in _____ equal payments on the following dates: _____.
 - 1.3 Service contract revenues, if any.
 - 1.4 Impact Fees and Sepa Mitigation, as specified below.

Commented [JC2]: 1.2- DISCUSSION POINT- PAYMENT FOR RFA FIRE AND EMS SERVICES IN 2019

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 a tax levy rate not to exceed \$1.50 per thousand of assessed valuation for the fire levy and at a tax levy rate not to exceed \$0.50 per thousand of assessed valuation for its EMS levy.
2. **Service Contracts.** To the extent permitted by law, the RFA Governance 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.
3. **Fire Impact and Mitigation Fees.** The RFA may enter into interlocal agreements with Snohomish County and/or the City of Stanwood to collect such fees.
4. **Transport Fees.** The RFA Board will charge and collect transport fees in accordance with policies adopted by the RFA Governing Board.
5. **Ground Emergency Medical Transport.** The RFA may seek to recover Ground Emergency Medical Transport Supplemental Reimbursement.
6. **Impact Fees and SEPA Mitigation.** The City, under certain circumstances, has the ability to impose impact fees and/or require actions of mitigation which may have an impact upon fire protection for development or other activities within the City. Prior to the issuance of a SEPA threshold determination for an annexation, development or other activity within the city which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which the City may charge an impact fee and/or require mitigation, the City and the Fire Authority shall meet and discuss the impact on the services provided by the RFA and the appropriate mitigation or impact fee. Should the City impose such fees, the fees shall be placed

into a special reserve account maintained by the City until they are expended on mitigation. The RFA and the City agree that final authority to impose impact fees for fire shall remain with the City.

7. 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

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

- a. The real property identified in Appendix C and any building fixtures, furniture and contents thereof. The transfer of Station 99 to the RFA shall contain a reversionary interest providing that the title to the land and the station will return to the City if the fire station ever ceases to be used for fire and/or emergency medical services by the RFA. The amount of compensation to be paid to the RFA for such reversion shall be negotiated by the RFA and the City.

Note: The RFA would continue to permit the City to utilize the large meeting room in Station 99 as necessary for community needs. The terms of scheduling and use of such meeting room will be set forth in an interlocal agreement.

- b. All mitigation fees held pursuant to paragraph 6.6 of the Interlocal Agreement dated between the RFA and the City.
- c. Unless otherwise specified herein, no City funds shall be transferred to the RFA.
- d. 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.

1.2. City Water Systems. City water systems including fire hydrants and related appurtenances shall not be transferred and shall remain City property.

2. Condition of Assets. All assets transferred by the City based on the Plan and any subsequent agreements shall be transferred on an "as is/where is" condition.

D. LIABILITIES

1. On the Effective Date, the RFA shall assume the following liabilities of the City:

- 1.1 The periodic fire related payment obligations of the City's interlocal agreement with Snohomish County 911 commencing on the Effective Date.

2. The following City Debt/Liabilities shall be retained by the City:

- 2.1 The City will retain the liability for the outstanding bond debt on Station 99 and to continue to levy tax through 2020 or later as needed to make such payments.

RFA SECTION 6 PLAN REVISION DISPOSITION:

Commented [C-RD3]: Funds are held in a special reserve account according to the ILA.

Commented [JC4]: And, I think this is delineated in B6 above. Can this be deleted?

Commented [JC5]: DISCUSSION POINT- SERS/SNOHOMISH 911

Commented [JC6]: DISCUSSION- OUTSANDING FIRE STATION 99 DEBT

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	GOVERNANCE
Revision	The GOVERNANCE section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
Adopted	
Revised	

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.

3 Districts, 4 At-Large

2. **Governing Board.** Upon the Effective Date, the Governing Board shall include seven (7) voting members, consisting of five (5) seated elected Commissioners from the RFA and two (2) elected officials from the City to be appointed by the City Council.

- o **Position 1 (Commissioner District No. 1).** This position will be initially filled by the RFA Commissioner currently serving in RFA Position No. 2 and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 1.
- o **Position 2 (Commissioner District No. 2).** This position will be initially filled by a City elected official appointed by the City and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 2.
- o **Position 3 (Commissioner District No. 3).** This position will be initially filled by a City elected official and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 3.
- o **Position 4 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 3 and will expire on December 31, 2019. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.
- o **Position 5 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 5 and will expire on December 31, 2021. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.
- o **Position 6 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 1 and will expire on December 31, 2023. Thereafter,

this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

- o **Position 7 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 4 and will expire on December 31, 2023. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

2.1. Not later than sixty (60) days prior to the filing period for the 2019 general election, the Governing Board shall establish the geographical boundaries of the three (3) commissioner districts (Positions 1, 2 and 3). In determining the geographical boundaries of such commissioner districts, the Governing Board shall be guided by the following principles: (i) the population of each commissioner district shall be relatively equal; and (ii) one (1) commissioner district shall include the City of Stanwood.

2.2. Concurrently with the establishment of commissioner districts for Positions 1, 2 and 3, the Governing Board shall assign "Initial Elected Terms" of office for those commissioners elected in 2019 to Positions 1, 2, 3 and 4; provided, however, that one position shall have an abbreviated Initial Elected Terms of two (2) years. In assigning such Initial Terms to each Position, the Governing Board may provide that the candidate receiving the lowest number of votes shall be assigned to the Initial Elected Term of two years.

2.3. Except as provided above, all commissioner terms shall be six (6) year terms.

2.4. If the RFA Plan is later amended to expand the Governing Board, the total number of voting members shall be an odd number no greater than nine (9) in number.

3. Governing Rules. The RFA Governing Board shall develop and adopt bylaws, 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 52 RCW.

5. Compensation of Governing Board. Commissioners of the Governing Board will receive compensation 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.

RFA SECTION 7 PLAN REVISION DISPOSITION:

The **GOVERNANCE** section of the **Plan** may be amended by a majority vote of the RFA Governance Board.

SECTION 8	ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION
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Revision	The ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. ORGANIZATIONAL STRUCTURE

1. **Organizational Chart.** The RFA shall be 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 Governance Board pursuant to a written employment contract.

C. ADMINISTRATION

1. **City Retained Administrative Service Responsibilities.** The City of Stanwood shall continue to provide the following services:

Commented [C-RD7]: Placeholder.

2. **Seamless Transition.** Unless otherwise noted in the RFA Plan, upon the Effective Date, the administration and management of the RFA shall be seamless and shall model the current administrative and management components of the RFA.

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

SECTION 9	OPERATIONS AND SERVICES
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Revision	The OPERATIONS AND SERVICES section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

1. Current staffing models, deployment standards, field operations, command staffing, and operational policies and procedures of the District shall be continued at the current level of service on the Effective Date.
2. Upon the Effective Date, the RFA will initially adopt the City's Standards of Coverage Document for the City's jurisdictional boundary area and the District's Standards of Coverage Document for the District's jurisdictional boundary areas. As such, services, levels of service, standards of coverage, development standards and customer expectations 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 shall be transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage. Notwithstanding the foregoing, the City's interlocal agreements with Snohomish County 911 shall be modified to provide that the RFA will assume the fire related rights and obligations under this agreement.

Commented [C-RD8]: Need to verify this.

B. FIRE MARSHAL/INSPECTION SERVICES.

1. Existing Service Providers:
 - a. Pursuant to the Existing City Interlocal, the RFA currently provides Fire Prevention Services ("Fire Marshal Services") pursuant to RCW 19.27.050 within the boundaries of the City of Stanwood:
 - b. Snohomish County currently provides Fire Marshal Services within the District.
2. Fire Marshal Service Providers on Effective Date:
 - 2.1. On the Effective Date, Fire Marshal Services within the boundaries of the RFA shall be provided as follows:
 - a. Within the City Stanwood: The RFA will provide Fire Marshal Services to the City of Stanwood pursuant to an interlocal agreement which compensates the RFA for agreed upon 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.

Commented [JC9]: DISCUSSION- FIRE MARSHAL SERVICES/FIRE PREVENTION

C. EMERGENCY MANAGEMENT SERVICES

1. Existing Service Providers:

1.1. Pursuant to the Existing City Interlocal, the City of Stanwood contracts with the RFA for Emergency Management Services within the boundaries of the City of Stanwood. The City also contracts with Snohomish County Department of Emergency Management ("SCDEM") for emergency management services.

1.2. SCDEM 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 Stanwood: The RFA will provide oversight and coordination on the City's Emergency Operations Plans and will assign a command staff representative to the City's Emergency Operations Center when activated and during drills. The RFA will also coordinate emergency preparedness planning and training to the City. These services shall be provided pursuant to an interlocal agreement which compensates the RFA for agreed upon services.

b. Within unincorporated Snohomish County: SCDEM 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. The NCRFA Prevention/Education division shall be organized as provided in Appendix E of this NCRFA Plan.

RFA SECTION 9 PLAN REVISION DISPOSITION:

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

Commented [JC10]: DISCUSSION POINT- EMERGENCY MANAGEMENT

APPENDIX A
JURISDICTIONAL BOUNDARY MAP

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APPENDIX B
ORGANIZATION STRUCTURE

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**APPENDIX C
REAL PROPERTY**

The transfer of Station 99 to the RFA shall contain a reversionary interest providing that the title to the land and the station will return to the City if the fire station ever ceases to be used for fire and/or emergency medical services by the RFA. The amount of compensation to be paid to the RFA for such reversion shall be negotiated by the RFA and the City.

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APPENDIX D
PERSONAL PROPERTY – VEHICLES, APPARATUS, and STATION FURNITURE/FIXTURES

All personal property has been transferred to the North County Regional Fire Authority prior to the annexation of the City of Stanwood into the Regional Fire Authority.

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**APPENDIX E
FIRE PREVENTION/ FIRE INVESTIGATION/EMERGENCY MANAGEMENT**

LIST OF SERVICES

I – PLAN REVIEW AND INSPECTION SERVICES:

The Authority will provide limited plan review and occupancy inspections. Annual Inspection Services for the City within the City's boundaries, as those boundaries may be adjusted in the future. The description of Plan Review and Inspection Services in this **Appendix** is intended to provide an overview of the Services that were previously provided by the Fire Department within the Interlocal Agreement either by contract to the County Fire Marshal or between the City and Authority. The Services should be construed broadly so that the Authority will continue seamlessly providing all services previously provided by the Interlocal Agreement. Plan Review Services include, but are not limited to, administration and enforcement of applicable fire codes and prevention standards ("Code or Codes"), including the local municipal code as that section may be amended or recodified by the City.

The Authority shall provide in consultation with the City the following Plan Review and Inspection Services:

- A. Direct the management and supervision of personnel performing the Services.
- B. Consult with City Building Inspector, who completes the plan check, on Fire and Life Safety issues identified during the plan review and occupancy inspections, Code compliance and enforcement, and provide recommendations regarding the development and maintenance of Fire Codes and Standards. Consult with City on interpretation of Codes as necessary to perform the Services.
- C. Perform all other administrative and records tasks necessary to support Inspection Services for the City.
- E. Coordinate with the City the scheduling and conducting of new construction / tenant improvement inspections for fire code compliance where Fire and Life Safety input as deemed necessary.
- F. Review Special Event applications/sites for fire code compliance.
- G. Participate in the Land Use Planning process to ensure code compliance.
- H. Coordinate with City the annual inspection program to include one annual inspection per business occupancy with two re-inspections where necessary, before forwarding for code compliance.

II - FIRE CODE ENFORCEMENT:

The Authority shall provide the following Fire Prevention Code Enforcement Services in Stanwood city boundaries:

- A. Perform annual inspections required or authorized by the Code.
- B. Investigate and resolve Code violation complaints or inquiries.
- C. Perform all Code enforcement duties of the Fire Marshal, Fire Code Official, and/or Fire Chief as provided in the Code. If the parties mutually agree, the City may provide employees of the Authority with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this interlocal Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.
- D. Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
- E. Coordinate with the City on post-disaster building and system inspections and/or evaluations.
- F. Approve and/or review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- G. Manage the Fire Department Annual Inspection Program.
- H. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation with the City Building official where deemed necessary.
- I. Manage a Fire Company Inspection Program and coordinate with the City the follow-up on code enforcement violations that are identified. The parties shall meet and confer regarding the number of inspections to be achieved on an annualized basis if the listed is found to be unacceptable.
- M. Process Fire Code complaints or inquiries from the public to include data entry, file creation, and routing of information.

III - FIRE INVESTIGATION SERVICES:

The Authority shall perform or Contract with the County Fire Investigation Services that include but are not limited to:

- A. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, protect evidence, cooperate with

prosecutors and law enforcement, be available for interviews and courtroom testimony, and other associated duties.

- B. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of ten thousand dollars (\$10,000) or more if cause cannot be determined by on-scene personnel.
- C. Coordinate arson investigation activities with the Stanwood Police Department as necessary.
- D. Respond to all working fires when requested during working hours and all working fires after hours if available.
- E. Participate in regional and state fire investigative organizations and activities where deemed applicable by the Authority.

Evidence Retention

All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

Cooperation in Criminal Investigations

The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur because of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

IV. EMERGENCY MANAGEMENT:

The Fire Authority agrees to provide oversight and coordination on the City's Emergency Operations Plan. The Fire Authority further agrees to assign a command staff level fire representative to the City's Emergency Operations Center in the event that is activated as well as the services listed below:

1. Coordinate emergency preparedness planning and training to the City of Stanwood with the County DEM.
2. Serve as a part of the command staff in the City's EOC for drills, exercises and in emergencies. An effective EOC team includes multiple levels of inclusion between the city and public safety.
3. The City will maintain the EOC equipment and technology, however the Authority will maintain it as a classroom with projectors, tables, chairs, and televisions.

APPENDIX F STATION 99 MEETING ROOM POLICY

A1. The RFA would continue to permit the City to utilize the large meeting room in Station 99 as necessary for both official and non- commercial community needs.

- a. Official city meetings and functions would be scheduled utilizing a calendar tool on the NCRFA Website or by communicating with the NCRFA office staff.
 - i. The city would be responsible for setting up and cleaning up before/after the meeting
- b. Non- commercial meetings will be handled utilizing the modified city policy delineated below under section B1.

B1. NCRFA offers the use of its certain public meeting rooms to the community for non- commercial use:

As an extension of its mission to serve the community, NCRFA welcomes the community's non-commercial use of its meeting rooms for educational, cultural, intellectual, recreational, civic, governmental, social, political, or charitable meetings, workshops, lectures, entertainment, and other uses pertaining to the welfare of the community. Use of the meeting room is limited to noncommercial organizations.

2. Community Room use is made available on an equitable basis:

Space is made available for use by the public on equal terms, regardless of the beliefs, affiliations or viewpoints of the groups or individuals requesting their use.

3. The NCRFA does not endorse the activities or viewpoints of those using its Community Rooms:

Publicity for meetings or programs being held in NCRFA meeting rooms will clearly state the NCRFA does not endorse the activities or viewpoints of the groups presenting the event. If the NCRFA sponsors or cosponsors a meeting or program this will be clearly stated in the publicity of the event.

4. NCRFA sponsored or cosponsored meetings or programs have priority on Community Rooms availability:

The remaining Community Room space is made available on a first-come, first-served basis.

5. The NCRFA requires completed registration before Community Room use:

Registration includes a signed agreement on forms to be provided by the NCRFA that the group will abide by all NCRFA policies and procedures.

Use of Community Rooms

The NCRFA offers its community rooms for non-commercial use only.

Non- Commercial use is defined as groups or individuals that receive no commercial benefit by using a Community Room. Meetings or programs must not require payment to enter, but passive solicitation of donations and fund-raising activities for non-profit groups are acceptable. Meetings or programs do not have to be open to the public.

Commercial use is defined as groups or individuals that receive a commercial benefit by using a Community Room. This may include active solicitation of donations, charging admission fees, offering money-making activities or promoting a commercial business. Meetings or programs do not have to be open to the public.

The use of community meeting rooms may not be used to further the election or defeat of any candidate for public office or to support or oppose any ballot proposition.

Reservations

- You must be 18 years old to reserve a room.
- Reservations are not valid until the Community Room Registration form has been approved.
- Reservations will be on a first come first serve basis with a maximum of one-year advance reservations. No NCRFA facility may be reserved by the same individual, group or entity or individual who is a member of such group or entity more than twelve (12) times in any calendar year.
- You can reserve a room in one of the following ways:

Phone:

360-629-2184

Monday - Friday, 10 a.m. - 4 p.m.

Online:

www.northcountyfireems.com

In Person:

At NCRFA Office 8117267th ST NW.

Monday - Friday, 10 a.m. - 4 p.m.

Using the Community Rooms

- Users are responsible for room set-up and take-down. Rooms must be left in their original configuration.
- Food and beverages are welcome. Meeting room users must furnish their own dishes, utensils, paper products, and kitchen equipment, and remove them at the conclusion of the meeting. Trash should be properly disposed of in the receptacles provided and the kitchen left clean. Users are responsible for the care and condition of any equipment being used and must clean all equipment used.
- If the NCRFA sponsors or cosponsors a meeting or program this will be clearly stated in the publicity of the event.
- No activity may be undertaken in the community meeting rooms that disrupt the normal North County Regional Fire Authority

operation or use of the facility, such as activities that involve disruptive levels of noise, odors, etc.

- NCRFA indoor facilities are smoke and tobacco free. No alcoholic beverages, tobacco, or drugs shall be allowed.
- Use of candles or any other type of open flame is not allowed.
- Audiovisual (AV) equipment may be available upon request at Fire Station 99. Other meeting rooms do not have AV equipment available. Items and equipment may not be stored in the meeting room.
- All community meeting room users must complete a NCRFA Community Meeting Room Registration form agreement and permission must be granted by the Fire Chief or designee.
- Users agree to be responsible for compliance with all federal, state and local laws, rules and regulations in regards to activities conducted, sponsored on or about the facility. Users understand the NCRFA may not discriminate nor endorse discrimination in the use of its facilities. Users must agree not to discriminate against any person on the grounds of race, religion, creed, color, national origin, sexual orientation, marital status, disability, age or other basis governed by state or federal law in the conduct of its activities while on or about the facility.
- Individuals or groups who complete the Community Room Registration agreement form agree to pay for damages to the facility and/or loss of NCRFA property within the facility resulting from the user's negligence.
- Organizations that engage in severe or repeated violations of meeting room policies, library regulations, or civil laws shall be banned from further use of the community meeting room.

INSURANCE & LIABILITY

Users planning high risk activities, as determined solely by the Fire Chief, will be required to provide proof of general liability insurance and must acknowledge responsibility that they will hold the NCRFA harmless from any and all claims by any person(s) arising from use of the facility and anticipation in the host's planned activities.

When insurance is required, the applicant has **three options**:

1. Purchase insurance through One Beacon Entertainment, or similar insurer, at <http://www.onebeaconentertainment.com>
2. Purchase private insurance.
3. In the case of contracting with a vendor, securing insurance through the vendor.

All groups who provide insurance shall provide NCRFA with a certificate of insurance naming NCRFA, its officers, agents, employees and elected officials as additional insureds as respects the use of the NCRFA facility. The insurance limits and coverages shall be as required by the NCRFA.

Cancellation

- Cancellation of community room reservations are made to the NCRFA Administration Office.

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INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

**INTERLOCAL AGREEMENT
BETWEEN
NORTH COUNTY REGIONAL FIRE AUTHORITY AND THE CITY OF
STANWOOD FOR FIRE
MARSHAL/INVESTIGATION SERVICES
AND EMERGENCY MANAGEMENT**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **NORTH COUNTY** regional fire authority, a Washington municipal corporation (the "Authority") and the **CITY OF STANWOOD**, a Washington city (the "City") on this **DATE**

WHEREAS, the City is annexing into the Authority effective _____, 2018; and

WHEREAS, the Regional Fire Authority (RFA) Plan contemplates that the City will contract for fire marshal services from the Authority; and

WHEREAS, the Authority and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements to provide high quality services to the public in an efficient manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to ensure high quality and uninterrupted fire marshal services to the residents of the City during the term of this Agreement.

2. **Term.** This Agreement shall commence on **DATE** or on the date that this Agreement is filed with the County Auditor or posted on either party's website, whichever is later (the "Effective Date") and will continue until terminated as provided herein. Either party may terminate this Agreement for any reason upon not less than twenty-four (24) months' advance written notice; provided, however, that neither party shall issue notice of termination prior to **DATE**.

2.1 Termination by Authority for Cause. The Authority may also terminate this Agreement upon thirty (30) days' notice if the City fails to pay an undisputed Contract Payment installment within ninety (90) days of its due date, and fails to cure the failure to pay prior to the termination date stated in the notice.

2.2 Termination by City for Cause. If the Authority is in material breach of any term or condition herein, the City may provide the Authority with a written notice describing the default in detail. The Authority shall cure such breach within ninety (90) days after receipt of such notice and shall confer with the City on the steps being taken; provided, however, that the time for cure shall be extended if the default cannot be cured within ninety (90) days and the Authority is making a good faith effort to cure such default in a timely manner. If the Authority fails to timely cure the default as provided in this section, the City may issue written notice of termination which shall take effect not less than thirty (30) days following such notice.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

3. **Services.** During the term of this Agreement, the Authority agrees to provide those fire marshal services identified on Exhibit A hereto (the "Services") within the boundaries of the City, as those boundaries may be adjusted in the future.

4. **Level of Service.** The Services shall be provided in such a manner as to maintain the existing levels of service provided by the Authority immediately prior to the Effective Date until or unless a revised scope of services is mutually agreed upon in an amendment to this Agreement in accordance with Section 24 below.

4.1 The Services shall be administered in the interest of the City and shall be performed in a professional and competent manner pursuant to and within the timelines required of the City's Municipal Code (the "Code"), City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of the Services. It is recognized by both parties that there are exceptions that will impact turnaround times that shall be taken into consideration in determining compliance with this section of the Agreement.

4.2 In the event the City, for any reason, determines that it is in the interest of the City to change the defined Level of Service, the Contract Payment shall be adjusted in accordance with Exhibit B. Any modification to the Level of Service shall be stated in a written amendment to this Agreement specifying the modifications to the Level of Service and the changes to the Contract Payment. In the event substantial volume increases affect the ability of the Authority to meet the defined Level of Service, the parties agree to collaborate in the public interest to address adjustments in the Contract Payment necessary to satisfy the Level of Service or to make changes to the Level of Service on mutually agreeable terms; provided, that no adjustment to the Contract Payment or change to the Level of Service shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below.

4.3 Designees from each party shall meet on a regular basis at the request of either party, to discuss the Level of Service, the Contract Payment and any other issues arising out of the performance of this Agreement.

5. **Personnel, Equipment and Office Space.**

5.1 The Authority shall be solely responsible for establishing and supplying all staffing (the "Assigned Authority Personnel") and all equipment necessary to provide the Services, except for any equipment which the City is expressly required herein to provide.

5.2 The City shall provide the Assigned Authority Personnel with access to permit files and other City records reasonably necessary for the Authority to provide the Services.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

6. **City Fees, Billing and Collection.** The City may continue to impose and charge fees related to fire prevention services. The City shall collect and shall be entitled to retain all such fees that are collected. Billing and collection services associated with the City's fees shall be solely performed by City staff.

7. **Contract Payment.** Beginning **DATE**, the City shall, in consideration of the Services, pay the Authority an annual sum (the "Contract Payment") in accordance with **Exhibit B**. **Exhibit B** is designed to set forth an estimated level of compensation that fully compensates the Authority for the actual cost of providing the Services as defined in **Exhibit A**.

7.11 **Contract Payment Adjustment.** Each year, no later than **MONTH DAY** ("Adjustment Deadline"), the Authority shall submit to the City a statement showing the Contract Payment for the ensuing year, taking into account increases in labor costs for those personnel providing the Services.

7.1.1 **Adjustment Date Not Met.** If a new collective bargaining agreement (CBA) between the Authority and the IAFF Local or employment contract which represents the Authority's employees has not been finalized by the Adjustment Deadline of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA or contract is effective between the Authority and the local chapter of the IAFF or Authority. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2017 and a new CBA is executed on December 1, 2019 but made retroactive to January 1, 2018, the Adjustment Year would be 2018.

7.1.2 **Compensation Adjustments.** If the parties determine that the calculation on **Exhibit B** results in an overcompensation or under compensation, the City and Authority shall cooperate to make adjustments to **Exhibit B**, as necessary, to achieve the goal of compensating the Authority for the actual cost of providing the Services; provided, that no adjustment to **Exhibit B** shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below. The parties shall meet and confer on a regular basis to review performance and level of service of this agreement.

- i. Should a change in the level of service listed in Exhibit B be requested by either party, a reopener shall be allowed annually to discuss the changes necessary and cost of decrease or increase in services rendered.
- ii. This ILA shall be reevaluated once every eight years to discuss cost analysis and service levels.

7.1.3 **Creating Unfunded Mandates.** The City shall not create any unfunded mandates for increased service or reporting by the Authority without fully compensating the Authority for actual costs incurred.

8. **Payment.** For 2018, the Contract Payment shall be the

Commented [JC1]: Does this meet the intent of the request at the Public Safety Committee meeting held April 26, 2018?

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

pro rata amount of the amount set forth on Exhibit B. Beginning January 1, 2019, the Contract Payment shall be due and payable in four equal installments made by the fifteenth (15th) day of the month in the months of January, April, July and October. The Authority shall issue an invoice to the City at least thirty (30) days in advance of the due date. If payment of an undisputed installment is more than thirty (30) days delinquent, interest shall accrue at the rate of twelve percent (12%) per annum.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

9. Fire Code Official. For purposes of Section 103.2 of the International Fire Code (IFC), the Authority Fire Chief shall be designated the Fire Code Official for the City during the term of this Agreement. In consultation with the City, the Fire Chief shall designate an individual to serve as the City Fire Marshal and ensure the assignment of fire prevention personnel to support the needs of the City as defined in Exhibit A. The Fire Marshal and prevention personnel will perform the functions specified in this Agreement, International Fire Code, City ordinances, and other adopted fire service standards. The City shall retain the full and ultimate authority for code adoption, interpretation and enforcement. The Fire Marshal and Fire Prevention personnel shall be certified commensurate with duties assigned.

9.1 Fire Code refers to all applicable fire codes and prevention standards ("Codes") of Section 103.2 of the International Fire Code (IFC) and local municipal code as that section may be amended or re-codified by the City.

9.2 The Fire Code Official may, from time to time, make recommendations to the City regarding suggested revisions or amendments to the City's Fire Code. Such recommendations shall be made according to the process prescribed by the City.

10. Fire Inspections. The following terms and conditions shall apply with regards to inspection services outlined on Exhibit A:

10.1 All services provided pursuant to this Exhibit shall be performed in a professional and competent manner pursuant to and within the timelines required of the Codes, City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of that work. Fire prevention personnel shall obtain and maintain certifications needed to perform the duties of these services.

10.2 The personnel assigned to the Fire Marshal's office shall maintain their operational training and provide operational support as part of their daily activities as directed by the Authority.

10.3 NCRFA will complete one annual inspection per business occupancy per year with a maximum of two re-inspections before turning over to code enforcement by City personnel. Plan check and occupancy inspections will be completed by City Building Inspectors, however fire personnel will be available to work together on issues mutually beneficial to fire and life safety.

11. Fire Code Enforcement. The following terms and conditions shall apply with regards to those Fire Prevention Code Enforcement services outlined on Exhibit A:

11.1 The City shall be responsible for providing prosecution services and legal counsel necessary to prosecute any civil or criminal code enforcement issues when enforcement requires judicial action (including hearing examiner proceedings). Once enforcement is turned over to the City for judicial action, the City retains independent prosecutorial discretion as to how or whether to proceed with enforcement action. The City will also

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

maintain responsibility for any code enforcement activities that require the presence or involvement of commissioned law enforcement officers. The Assigned Authority Personnel who inspected the property and found it to be in violation shall appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist the City with enforcing the IFC at the sole cost of the Authority. If the parties mutually agree, the City may provide Assigned Authority Personnel with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the general public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.

11.2 The Authority will coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.

11.3 The Authority will attend and provide testimony and exhibits at Code enforcement hearings before the City's Hearing Examiner, and upon appeal, if any, to court.

12. Fire Investigation Services. The following terms and conditions shall apply with regards to those Fire Investigation services outlined on **Exhibit A**:

12.1 The Authority will investigate the cause and origin of all fires, however major fires greater than \$10,000, the Authority Fire Marshal will investigate and coordinate arson Investigation with Snohomish County Sheriff and Fire Marshal as required.

12.2 The Authority will have available staff to investigate major fires 24 hours per day on call except during vacation and training periods, in which time mutual aid will be utilized or contracted with Snohomish County Fire Marshal.

12.3 The Authority will coordinate arson investigation activities with the City Police Department as necessary. The City may issue a limited commission to investigators to allow for sharing of privileged information or other activities approved by the City Police Chief. In the event of major crimes such as homicide or great bodily injury, the Authority will work with Snohomish County Fire Marshal, and Snohomish County Sheriff to coordinate the outcome. The Authority shall not bear the cost of that enforcement if incurred.

12.4 All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

12.5 The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

12.6 The City reserves the right to use Snohomish County Fire Marshal's Office to assist with the performance of the services in this section.

13. **Records.** All records received, used or prepared in connection with the Services shall remain in the custody of the City and shall be maintained in such manner(s) as may be prescribed by the City. All such records shall be accessible by the Assigned Authority Personnel in order to perform the Services.

13.1 The City shall be solely responsible for responding to Public Records Requests received by the City which involve public records generated pursuant to this Agreement; provided, however, that the Authority and Assigned Authority Personnel shall assist, as necessary, in locating responsive records necessary for the City to fulfill its statutory duties under RCW 42.56.

13.2 The Authority shall be solely responsible for responding to Public Records Requests received by the Authority which involve public records generated pursuant to this Agreement; provided, however, that the City shall cooperate, as necessary, in providing records necessary for the Authority to fulfill its statutory duties under RCW 42.56.

14. **Indemnification.**

14.1 To the extent permitted by law, the Authority shall indemnify, hold harmless and defend the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the Authority, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the City, the Authority shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the City and its officers, agents, employees or any of them, or jointly against the City and the Authority and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the Authority, the Authority shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the Authority's obligation under this Section applies only to the extent of its negligence.

14.2 To the extent permitted by law, the City shall indemnify, hold harmless and

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

defend the Authority and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the Authority, the City shall defend the same at its sole cost and expense; provided that the Authority retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the Authority and its officers, agents, employees or any of them, or jointly against the Authority and the City and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the City, the City shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the City's obligation under this Section applies only to the extent of its negligence.

15. City and Authority Are Independent Municipal Governments. The parties recognize and agree that they are independent governments. No separate legal or administrative entity is created by this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property acquired or used by either party in connection with the performance of this Agreement shall remain the sole property of such party, and the other party shall have no interest therein. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the Authority shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the City.

16. Administration of Agreement. This Agreement shall be administered by the Authority's Fire Chief and the Mayor of the City. The Fire Chief and Mayor shall meet regularly and at the request of either party to ensure the satisfaction of the City with the Services. The Mayor may provide input to the Fire Chief concerning desired outcomes concerning the Services.

16.1 In addition to the foregoing, the Authority will provide such reports as may be reasonably requested by the Mayor in order to remain informed regarding the Services performed pursuant to this Agreement.

17. Assigned Authority Personnel. The Assigned Authority Personnel shall at all times be Authority employees and shall not be deemed to be loaned employees of the City. The Authority shall be solely responsible for all compensation due to Assigned Authority Personnel, supervision and discipline. The City shall immediately notify the Human Resources Director for the Authority concerning any actions by Assigned Authority Personnel requiring involvement by the Human Resources Department. The Authority retains the right to move employees within the Prevention Division.

18. Dispute Resolution. It is the intent of the parties herein to attempt to resolve all

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

disputes between them without litigation. The parties shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the parties. If the parties cannot agree upon a mediator, the parties shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS) and request that a mediator be appointed. If the parties cannot agree on which of these services to use, one of them shall be selected at random. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation.

18.1 Jurisdiction and venue for any dispute arising out of this Agreement shall lie exclusively in the Superior Court of Snohomish County, Washington. Each party expressly waives the right to a jury trial.

19. **Non-Waiver.** No waiver of any act or omission, including but not limited to acceptance of payment by the Authority, shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.

20. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

North County Attention: Fire Chief
8117 267th ST NW
Stanwood, WA 98292

City of
Stanwood
Attention: Mayor
10220 270th ST
Stanwood, WA 98292

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

21. **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

22. **Survival.** All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

23. **Entire Agreement.** This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the legislative authorities of each party.

24. **Amendments.** This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authorities of each party.

**NORTH COUNTY
REGIONAL FIRE AUTHORITY**

CITY OF STANWOOD

By: _____
By: _____
Commissioner Cade

Leonard Kelley, Mayor

By: _____
Commissioner Iverson

By: _____
Commissioner Sinker

ATTEST: _____
Katie Ellis, Board Secretary

By: _____
Commissioner Oakes

By: _____
Commissioner Longley

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

**EXHIBIT A
LIST OF SERVICES**

I – PLAN REVIEW AND INSPECTION SERVICES:

The Authority will provide limited plan review and occupancy inspections. Annual Inspection Services for the City within the City's boundaries, as those boundaries may be adjusted in the future. The description of Plan Review and Inspection Services in this **Exhibit A** is intended to provide an overview of the Services that were previously provided by the Fire Department within the Interlocal Agreement either by contract to the County Fire Marshal or between the City and Authority. The Services should be construed broadly so that the Authority will continue seamlessly providing all services previously provided by the Interlocal Agreement. Plan Review Services include, but are not limited to, administration and enforcement of applicable fire codes and prevention standards ("Code or Codes"), including local municipal code as that section may be amended or recodified by the City.

The Authority shall provide in consultation with the City the following Plan Review and Inspection Services:

- A. Direct the management and supervision of personnel performing the Services.
- B. Consult with City Building Inspector on Fire and Life Safety issues identified during the plan review and occupancy inspections, Code compliance and enforcement, and provide recommendations regarding the development and maintenance of Fire Codes and Standards. Consult with City on interpretation of Codes as necessary to perform the Services.
- C. Perform all other administrative and records tasks necessary to support Inspection Services for the City.
- E. Coordinate with the City the scheduling and conducting of new construction / tenant improvement inspections for fire code compliance where Fire and Life Safety input is deemed necessary.
- F. Review Special Event applications/sites for fire code compliance.
- G. Participate in the Land Use Planning process to ensure code compliance.
- H. Coordinate with City the annual inspection program to include one annual inspection per business occupancy with two re-inspections where necessary, before forwarding for code compliance.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

II - FIRE CODE ENFORCEMENT:

The Authority shall provide the following Fire Prevention Code Enforcement Services in Stanwood city boundaries:

- A. Perform annual inspections required or authorized by the Code.
- B. Investigate and resolve Code violation complaints or inquiries.
- C. Perform all Code enforcement duties of the Fire Marshal, Fire Code Official, and/or Fire Chief as provided in the Code. If the parties mutually agree, the City may provide employees of the Authority with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this interlocal Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.
- D. Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
- E. Coordinate with the City on post-disaster building and system inspections and/or evaluations.
- F. Approve and/or Review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- G. Manage the Fire Department Annual Inspection Program.
- H. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation with the City Building official where deemed necessary.
- I. Manage a Fire Company Inspection Program and coordinate with the City the follow-up on code enforcement violations that are identified. The parties shall meet and confer regarding the number of inspections to be achieved on an annualized basis if the listed is found to be unacceptable.
- M. Process Fire Code complaints or inquiries from the public to include data entry, file creation, and routing of information.

III - FIRE INVESTIGATION SERVICES:

The Authority shall perform or Contract with the County Fire Investigation Services that include but are not limited to:

- A. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, protect evidence, cooperate with

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

prosecutors and law enforcement, be available for interviews and courtroom testimony, and other associated duties.

- B. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of ten thousand dollars (\$10,000) or more if cause cannot be determined by on-scene personnel.
- C. Coordinate arson investigation activities with the Stanwood Police Department as necessary.
- D. Respond to all working fires when requested during working hours and all working fires after hours if available.
- E. Participate in regional and state fire investigative organizations and activities where deemed applicable by the Authority.

Evidence Retention

All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

Cooperation in Criminal Investigations

The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur because of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

IV. EMERGENCY MANAGEMENT:

The Fire Authority agrees to provide oversight and coordination on the City's Emergency Operations Plan. The Fire Authority further agrees to assign a command staff level fire representative to the City's Emergency Operations Center in the event that is activated as well as the services listed below:

- 1. Coordinate emergency preparedness planning and training to the City of Stanwood with the County DEM.
- 2. Serve as a part of the command staff in the City's EOC for drills, exercises and in emergencies. An effective EOC team includes multiple levels of inclusion between the city and public safety.
- 3. The City will maintain the EOC equipment and technology, however the Authority will maintain it as a classroom with projectors, tables, chairs, and televisions.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND EMERGENCY
MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF STANWOOD

EXHIBIT B

**YEAR Fire Marshal/Fire Investigation/
Emergency Management
Service Contract Estimate**

Labor	\$42,000
M&O/Administration	\$875
Capital	\$838
Total Cost	\$43,713

Note 1: Labor costs are based on 2018 Stanwood current salary and benefit rates.

Note 2: In accordance with 7.1.1, if a new collective bargaining agreement (CBA) between the Authority and the IAFF Local or employee contract which represents the Authority's employees has not been finalized by September 1 of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA is effective between the Authority and the local chapter of the IAFF. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2017 and a new CBA is executed on December 1, 2019 but made retroactive to January 1, 2018, the Adjustment Year would be 2018.

Note 3: M&O/Administration costs are related to human resources, accounting, payroll services, fleet maintenance, uniforms, radios, field technology, etc.

Note 4: Capital costs are related to fleet management for inspector vehicles on an 10-year replacement schedule and will increase 3% annually.