

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

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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 Resolution No. 2018-02 requesting annexation into NCRFA.
2. On June 13, 2018, the Governing Board of NCRFA adopted Resolution No. [REDACTED] 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 5 PLAN REVISION DISPOSITION:

The **ANNEXATION OF THE CITY OF STANWOOD** section of the **Plan** may be amended by a majority vote of the RFA Governance Board.

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:

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.

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 an amount equal to the 2019 NCRFA levy rate times the City of Stanwood 2018 Assessed Valuation in four equal payments within one month of the end of each quarter.
 - 1.3 Service contract revenues, if any.
 - 1.4 Impact Fees and Sepa Mitigation, as specified below.

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 City is transferring real property identified in Appendix C and any building fixtures, furniture and contents thereof 'as-is' no warranties attached. The RFA accepts the real property identified in Appendix C and any building fixtures, furniture and contents thereof 'as-is' no warranties attached. Additionally, upon the transfer of the real property identified in Appendix C and any building fixtures, furniture and contents thereof the City has no further maintenance obligations or responsibilities including but not limited those in the March 8, 2012 Interlocal agreement.

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 by mutual agreement.

- b. All mitigation fees held pursuant to paragraph 6.6 of the Interlocal Agreement dated March 8, 2012 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 Continued periodic fire related payment obligations of the City's interlocal agreement with Snohomish County 911 and SERS.
 - 1.2 Future fire-related capital investment obligations to SERS and Snohomish County 911.
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:

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.

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 Council 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 appointed by the City Council 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.

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
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: Collection and accounting Fire Impact Fees, when imposed. Prior to the effective date of the Annexation, the parties shall negotiate and execute an Interlocal Agreement to provide for the City collection of the Fire Impact Fees and disbursement of those fees to the RFA.

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
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 as necessary to provide that the RFA will assume the fire related rights and obligations under this agreement.

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.

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 City.

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 of 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.

APPENDIX A
JURISDICTIONAL BOUNDARY MAP

**APPENDIX B
ORGANIZATION STRUCTURE**

**APPENDIX C
REAL PROPERTY**

The property commonly known as Station 99, located at 8117 267th Street NW, Stanwood, WA.

Tax Parcel No.: 32043000101400

Legal Description: Section 30 Township 32 Range 04 Quarter NE - BAAP ON N BDY SEC 668FT E OF 1/4 COR TH E 297FT TH S 165FT TH W 297FT TH N 165FT TO POB LESS CO RD LESS RD R/W TO ST OF WA PER POSS & USE AGRMNT REC AFN201003310760 TGW VAC RD PER CITY OF STAN ORD #1120 REC AFN 201004210063 LESS RD R/W TO ST OF WA PER QCD REC AFN 201009290189 - SUBJ TO ESE TO PUD 1.

Note: 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 (defined as follows, "more than 75% of the square footage must be used at least 75% of the time and that at least one fire and one EMS apparatus must be housed there to respond to calls on a 24-hour basis.") .

**APPENDIX D
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. Provide comments to the 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 E
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 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 or participate in an insurance pool.
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. Alternatively, at NCRFA's sole discretion, NCRFA may accept an acceptable letter evidencing insurance coverage.

Cancellation

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

