

**South Snohomish County Fire & Rescue
Regional Fire Authority (RFA) Plan**

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Snohomish County Auditor

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ACKNOWLEDGEMENT

Recognizing the challenges and opportunities that all fire jurisdictions are facing, the City of Lynnwood and Snohomish County Fire District No. 1, through a partnership of many years, agreed to explore the different governance and funding options available to provide regional fire protection and emergency medical services to the communities we serve.

Planning Committee

Ian Cotton, Lynnwood City Council
George Hurst, Lynnwood City Council
Nicola Smith, Lynnwood Mayor

Jim McGaughey, Fire District 1 Commissioner
Bob Meador, Fire District 1 Commissioner
Richard Schrock, Fire District 1 Commissioner

Leadership Staff

Brad Reading, Fire Chief
Robert Eastman, Assistant Chief
Gregg Sieloff, Assistant Chief

Staff Workgroup

City of Lynnwood

Dustin Akers
Robert Bartram
Jared Bond
Scott DiBenedetto
Julie Moore
Sarah Olson

Fire District 1

Bill Cushman
Doug Dahl
Leslie Hynes
Shaughn Maxwell
April Richardson
Amanda Thompson
Kevin Zweber

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

A. Background and Needs:

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

RFA SECTION 1 PLAN REVISION:

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

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

A. DEFINITIONS

1. The definitions in this section apply throughout this **Plan**, unless the context clearly requires otherwise.
 - 1.1. "**Board**," "**Governance Board**," or "**Governing Board**" means the Governance body of a regional fire protection service authority.
 - 1.2. "**City**" means the City of Lynnwood.
 - 1.3. "**District**" means Snohomish County Fire District No. 1.
 - 1.4. "**Effective Date**" means October 1, 2017 if the legislature amends RCW 52.26.070 to allow the RFA Plan to establish the date of RFA formation; otherwise, the Effective Date shall be January 1, 2018.
 - 1.5. "**EMS Levy**" is a voter approved property tax levy that must be approved by a supermajority vote.
 - 1.6. "**Fire Benefit Charge**" is a service charge determined by the required fire-flow, personnel and equipment costs associated with fighting a fire in a particular type and size of structure.
 - 1.7. "**Interlocal Agreement**" or "**ILA**" means any interlocal service agreement between the RFA and the City of Lynnwood in providing certain administrative and support services per the adopted Plan.
 - 1.8. "**Participating Jurisdictions**" means the City of Lynnwood and Snohomish County Fire District No. 1.
 - 1.9. "**RCW**" means Revised Code of Washington.
 - 1.10. "**Regional Fire Protection Service Authority**," "**Regional Fire Authority**," or "**RFA**" means a regional fire protection service authority formed pursuant to Chapter 52.26 RCW. An RFA is a municipal corporation and 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.

1.11. "Regional Fire Authority Planning Committee" or "Planning Committee" means the committee created under RCW 52.26.030 to create and propose to the City of Lynnwood and Snohomish County Fire District No. 1 the Regional Fire Authority Plan.

1.12. "Regional Fire Authority Plan," "RFA Plan" or "Plan" means this Regional Fire Protection Service Authority Plan, drafted and approved in accordance with Chapter 52.26 RCW for the development, financing and operation of the South Snohomish County Fire & Rescue Regional Fire Authority.

1.13. "Regional Fire Authority" or "RFA" means the Regional Fire Protection Service Authority defined in this plan whose boundaries are coextensive with the City of Lynnwood and Snohomish County Fire District No. 1.

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 AUTHORITY
<i>Revision</i>	The FORMATION AUTHORITY section of the RFA Plan is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.
<i>Adopted</i>	
<i>Revised</i>	

A. REGIONAL FIRE PROTECTION SERVICE AUTHORITY

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

B. PLANNING COMMITTEE AUTHORITY

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

C. RFA PLAN APPROVAL AUTHORITY

1. The legislative body of each Participating Jurisdiction reviewed and approved the RFA plan by Joint Resolution and called for an election to approve the RFA Plan.
2. The RFA Plan is being submitted to the voters of the City and the District as a ballot measure that must be approved by a simple majority.
3. The Planning Committee has authority to take all necessary actions on behalf of the Participating Jurisdictions and perform all necessary duties as required to place the RFA Plan before the voters.
4. Should the RFA Plan be approved by a simple majority of the voters of the Participating Jurisdictions, the South Snohomish County Fire & Rescue Regional Fire Authority shall be formed on the Effective Date in accordance with RCW 52.26.070.
5. Upon voter approval of the RFA Plan, the City and the District shall continue to exist as Washington State Municipal Corporations. The exclusive purpose of the continued existence of the District shall be to levy and collect taxes and/or other fire protection

district revenue to be transferred to the RFA until such time as the RFA collects its own revenues, and to provide representation to the newly formed RFA Governance Board. Once the RFA begins levying an EMS levy (following voter approval under RCW 84.52.069), it is anticipated that the District will submit a ballot measure to its voters to dissolve in accordance with RCW 52.10.010.

If the RFA Plan is not approved by a simple majority of the voters, then operations relating to the services set forth herein shall remain with the City of Lynnwood Fire Department and Snohomish County Fire District No. 1.

RFA SECTION 3 PLAN REVISION DISPOSITION:

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

SECTION 4	JURISDICTIONAL BOUNDARIES
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	

A. JURISDICTIONAL BOUNDARIES ON DATE OF FORMATION

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

2.1. District Interlocal Agreements:

- a) City of Edmonds pursuant to a Revised and Restated Interlocal Agreement for Fire and Emergency Medical Services dated January 26, 2017;
- b) City of Mountlake Terrace pursuant to an Interlocal Agreement for Fire and Emergency Medical Services dated January 13, 2005; and
- c) City of Brier pursuant to an Interlocal Agreement for Fire and Emergency Medical Services dated January 13, 2005.
- d) City of Mukilteo pursuant to an Interlocal Agreement for Ladder and Battalion Chief response services dated November 1, 2016.

2.2. City Interlocal Agreements:

- a) City of Mukilteo pursuant to an Interlocal Agreement Regarding Advanced Life Support Licensing and Fire/EMS Services dated July 21, 2009.

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

B. CHANGES IN JURISDICTIONAL BOUNDARIES AFTER FORMATION OF THE RFA

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 between the District and the City.

- 1.2. City annexations of areas not included within the District. On the effective date of such annexation, the territory annexed shall automatically be included within the boundaries of the RFA pursuant to RCW 52.26.290. The territory added to the RFA by such annexation shall be subject to the taxation, charges, and bonded indebtedness (if approved as part of the annexation process) of the RFA. Any transfer of assets or employees that occurs because of annexation shall be between the transferring entity and the RFA.
- 1.3. Annexation of a portion of the District by a City that is not a Participating Jurisdiction in the RFA. On the effective date of such annexation, the territory annexed shall automatically be removed from the boundaries of the RFA. In this situation, the RFA shall not be obligated to transfer employees or assets of the RFA and the annexing city shall be restricted solely to assets and employees of the District, if any.
- 1.4. RFA Annexations. Pursuant to RCW 52.26.090(g), the RFA shall have the authority to conduct annexations of unincorporated territory adjacent to the RFA pursuant to the statutory authority and procedures set forth in RCW 52.04.001 through RCW 52.04.051.
- 1.5. RFA Partial Mergers. Pursuant to RCW 52.26.090(g), the RFA shall have the authority to participate in the partial merger process under the authority and pursuant to the procedures set forth in RCW 52.06.090 and RCW 52.06.100.

2. Boundary Changes that require an RFA Plan Amendment.

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

RFA SECTION 4 PLAN REVISION DISPOSITION:

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

SECTION 5	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 District and two (2) seated elected officials from the City to be appointed by the City Council.
 - a. **Position 1.** This position will be filled by the District Commissioner serving in District Position No. 3 and will expire on December 31, 2019.
 - b. **Position 2.** This position will be filled by the District Commissioner serving in District Position No. 4 and will expire on December 31, 2019.
 - c. **Position 3.** This position will be filled by the District Commissioner serving in District Position No. 5 and will expire on December 31, 2019.
 - d. **Position 4.** This position will be filled by one elected official from the City and will expire on December 31, 2019.
 - e. **Position 5.** This position will be filled by one elected official from the City and will expire on December 31, 2019.
 - f. **Position 6.** This position will be filled by the District Commissioner serving in District Position No. 1 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.
 - g. **Position 7.** This position will be filled by the District Commissioner serving in Position No. 2 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.

- 2.1. Not later than sixty (60) days prior to the filing period for the 2019 general election, the Governing Board shall establish commissioner districts, and the geographical boundaries thereof, for Positions 1-5. 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) two (2) commissioner districts shall include portions of the City of Lynnwood.

- 2.2. Concurrently with the establishment of commissioner districts for Positions 1-5, the Governing Board shall assign "Initial Terms" of office for those commissioners elected in 2019 to Positions 1-5; provided, however, that two positions shall have Initial Terms of four (4) years and three positions shall have Initial Terms of six (6) years. In assigning such Initial Terms to each Position, the Governing Board may

provide that the two candidates receiving the lowest number of votes are assigned to Initial Terms of four years.

- 2.3. Except as provided above, all commissioner terms shall be six (6) year terms.
- 2.4. Upon annexation of a participating jurisdiction, such participating jurisdiction shall be entitled to one (1) non-voting position on the Governing Board until January 1 following the year in which a commissioner is elected from any newly drawn commissioner district covering some or all of the participating jurisdiction.
- 2.5. 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 by-laws, governance policies and rules for the RFA Governing Board to conduct business in accordance with RCW 52.26.080.
4. **Authority.** The RFA Governing Board shall have all the power and authority granted governing boards under Washington State law, and shall include the power and authority to make any decisions appropriate for the RFA and for matters related to Title 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 5 PLAN REVISION DISPOSITION:

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

SECTION 6	FUNDING and FINANCE
<i>Revision</i>	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.
<i>Adopted</i>	
<i>Revised</i>	

A. INTERIM RFA FINANCES

1. Commencing on the Effective Date, the operation and administration of the RFA shall be funded by the following:
 - 1.1 Tax levies of the RFA; provided, however, that if the Effective Date is January 1, 2018, the RFA will not be entitled to collect taxes until 2019;
 - 1.2 Tax levies of the District (including fire levy pursuant to RCW 52.16.130, .140 and .160 and EMS levy pursuant to RCW 84.52.069);
 - 1.3 Service contract revenues from the District and the City;
 - 1.4 All other revenue received by the District;
 - 1.5 The City will contribute to the RFA (i) the funds budgeted for fire department services and reserves in the adopted budget of the City and (ii) all EMS levy revenues until such time as the RFA begins collecting revenues on its own EMS levy. Note: If the Effective Date is October 1, 2017, the City will contribute to the RFA the costs associated with operating the City Fire Department for the balance of calendar year 2017.

B. RFA REVENUES

1. **Tax Levies.** The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050(1)(b) at the initial tax levy rate of \$1.50 per thousand of assessed valuation.
2. **Fire Benefit Charge.** The Plan does not authorize the implementation of a fire benefit charge under RCW 52.26.050(a), but the Governing Board may, in the future, seek voter approval of a fire benefit charge consistent with the requirements of RCW 52.26.180 through RCW 52.26.270. If a fire benefit charge is imposed, the RFA's tax maximum fire levy will be reduced to \$1.00 per thousand of assessed valuation in accordance with RCW 52.26.240.
3. **EMS Levy.** The Plan does not include an EMS levy under RCW 84.52.069, but the Governing Board may, in the future, seek voter approval of an EMS levy consistent with the requirements of RCW 84.52.069. If the RFA levies an EMS levy, such levy will replace the District's and City's EMS levies.
4. **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.

5. **Fire Impact and Mitigation Fees.** The RFA may enter into interlocal agreements with Snohomish County and/or the City of Lynnwood and other cities to collect such fees.
6. **Transport Fees.** The RFA Board will charge and collect transport fees in accordance with policies adopted by the RFA Governing Board.
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. **District Assets.** On the Effective Date, the District shall immediately transfer any remaining and future assets to the RFA. Such assets shall include all real property (Appendix C), apparatus and vehicles (Appendix D) and personal property, including but not limited to fund balances, furniture, office equipment, reports, documents, surveys, books, records, files, papers, or written material owned by or in the possession of the District.

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

- a) Emergency Reserve
- b) Apparatus Acquisition and Replacement Reserve
- c) Equipment Acquisition and Replacement Reserve
- d) Capital Projects/Facilities/Major Maintenance Reserve
- e) Compensated Absences Reserve
- f) LEOFF 1 Medical Expenses Reserve
- g) Land Acquisition Reserve

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

2.1. The real property identified in Appendix C and any building fixtures, furniture and contents thereof.

2.2. The apparatus/vehicles identified in Appendix D.

2.3 The fund balance in the Apparatus Reserve Fund for the Fire Department (ER&R) as of Effective Date.

- a. In addition to the foregoing fund balance, the City will make an additional \$400,000 contribution to the RFA for such Apparatus Reserve Fund not later than July 1, 2018.

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

- 2.5. All reports, documents, surveys, books, records, files, papers, or written material used by the City to carry out the fire protection and emergency services powers, functions, and duties of the City that are owned by or in the possession of the City.
- 2.6. City water systems including fire hydrants and related appurtenances shall not be transferred and shall remain City property.
- 3. **Condition of Assets.** All assets transferred by either Participating Jurisdiction based on the Plan and any subsequent agreements shall be transferred on an "as is/where is" condition.
- 4. **Determination.** Except as otherwise provided in this RFA Plan, whenever any question arises as to the transfer of any funds, books, documents, records, papers, files, equipment, or other tangible property used or held in the exercise of the powers and the performance of the duties and functions transferred, the governing body of the Participating Jurisdiction owning such assets shall make a determination as to the proper allocation.

D. LIABILITIES

- 1. On the Effective Date, the RFA shall assume all outstanding liabilities of the District.
- 2. On the Effective Date, the RFA shall assume the following liabilities of the City:
 - 2.1 All employment liabilities associated with the employee transfers provided in Section 7 of this Plan;
 - 2.2 The periodic fire related payment obligations of the City interlocal agreements with SERS and SNOCOM commencing on the Effective Date.
- 3. District and City rights and obligations under LEOFF 1 retiree medical shall be transferred to the RFA upon the Effective Date, including the Long-Term Care policies maintained by the City and District.
- 4. The following City Debt/Liabilities shall be retained by the City:
 - 4.1. The balance of the City's 20-year debt obligation to SERS associated with construction of the regional 800 MHz system.
 - 4.2. The City will retain its Fireman's Pension Fund created under Chapter 41.18 RCW and will make required pension payments to eligible participants.
- 5. **Future District Expenses.** All future costs incurred by the District on and after the Effective Date shall be the responsibility of the RFA.

RFA SECTION 6 PLAN REVISION DISPOSITION:

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

SECTION 7	ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION
<i>Revision</i>	The ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
<i>Adopted</i>	
<i>Revised</i>	

A. ORGANIZATIONAL STRUCTURE

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

B. PERSONNEL

1. **Fire Chief.** On the Effective Date, the Fire Chief of the District shall serve as the Fire Chief of the RFA. The Fire Chief shall at all times be appointed and serve at the pleasure of the Governance Board.
2. **Personnel.** The existing personnel of the District and the City Fire Department shall transfer to the RFA to fulfill assigned duties as outlined in the organizational structure in Appendix B. All District and City Fire Department personnel shall be transferred on the Effective Date at their current rank, grade and seniority. The Participating Jurisdictions anticipate eventual consolidation of unionized employees in to a single bargaining unit and single labor agreement.
 - a. Until such time as the RFA collects its own fire levy under RCW 52.26.140 (1) (a)-(c), the RFA will contract with the District for the services of one full-time, paid employee as required by RCW 52.26.140(1)(c).
3. **Agreements.** All current employee agreements, collective bargaining unit agreements, outstanding labor issues, personal service contracts, and any other contracts or agreements pertaining to work, duties, services or employment with the City shall be transferred over with all personnel on the Effective Date.

C. ADMINISTRATION

1. **Administration.** All current administrative and business functions, agreements, documents, operations, and policies and procedures from the City Fire Department shall transfer over to the RFA unless otherwise noted in this Plan.
2. **City Retained Administrative Service Responsibilities.** The City of Lynnwood shall continue to provide the following services:
 - 2.1. The City of Lynnwood LEOFF Board will continue to oversee LEOFF 1 benefits for City retirees in accordance with the City of Lynnwood LEOFF 1 Policies and Procedures.

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

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

SECTION 8	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. All current operational and service delivery aspects of the City of Lynnwood Fire Department and the District, including ambulance transports, shall be transferred to the RFA on the Effective Date.
2. Current staffing models, deployment standards, field operations, command staffing, and operational policies and procedures of the District shall be transferred to the RFA and continued at the current level of service on the Effective Date.
3. 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 of each Participating Jurisdiction on the Effective Date shall remain unaffected.
4. All current automatic aid and mutual aid agreements, all interlocal agreements and contractual services agreements, documents, or memorandums currently in place with the City Fire Department and the District 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 SERS and SNOCOM shall be modified to provide that the RFA will assume the fire related rights and obligations under these agreements and that the RFA shall be entitled to the City's fire-related equity interests under both these agreements.

B. FIRE MARSHAL/INSPECTION SERVICES.

1. Existing Service Providers:
 - 1.1. The City of Lynnwood, through the Lynnwood Fire Department currently provides Fire Marshal and Inspection Services ("Fire Marshal Services") pursuant to RCW 19.27.050 within the boundaries of the City of Lynnwood:
 - 1.2. 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 Lynnwood: The RFA will provide Fire Marshal Services to the

City of Lynnwood pursuant to an interlocal agreement which compensates the RFA for agreed to services.

- b. Within unincorporated Snohomish County: Snohomish County shall provide Fire Marshal Services.
- c. The RFA may provide Fire Marshal and inspection services to another local municipal jurisdiction through an interlocal agreement.

C. EMERGENCY MANAGEMENT SERVICES

1. Existing Service Providers:

- 1.1. The City of Lynnwood contracts with Snohomish County DEM for Emergency Management Services within the boundaries of the City of Lynnwood.
- 1.2. Snohomish County DEM currently provides Emergency Management Services within the District.

2. Emergency Management Services on Effective Date:

- 2.1. On the Effective Date, Emergency Management Services within the boundaries of the RFA shall be provided as follows:
 - a. Within the City of Lynnwood: Snohomish County DEM will continue to provide Emergency Management Services within the city boundaries pursuant to a City contract with DEM.
 - b. Within unincorporated Snohomish County: Snohomish County Department of Emergency Management shall remain the provider of Emergency Management Services.

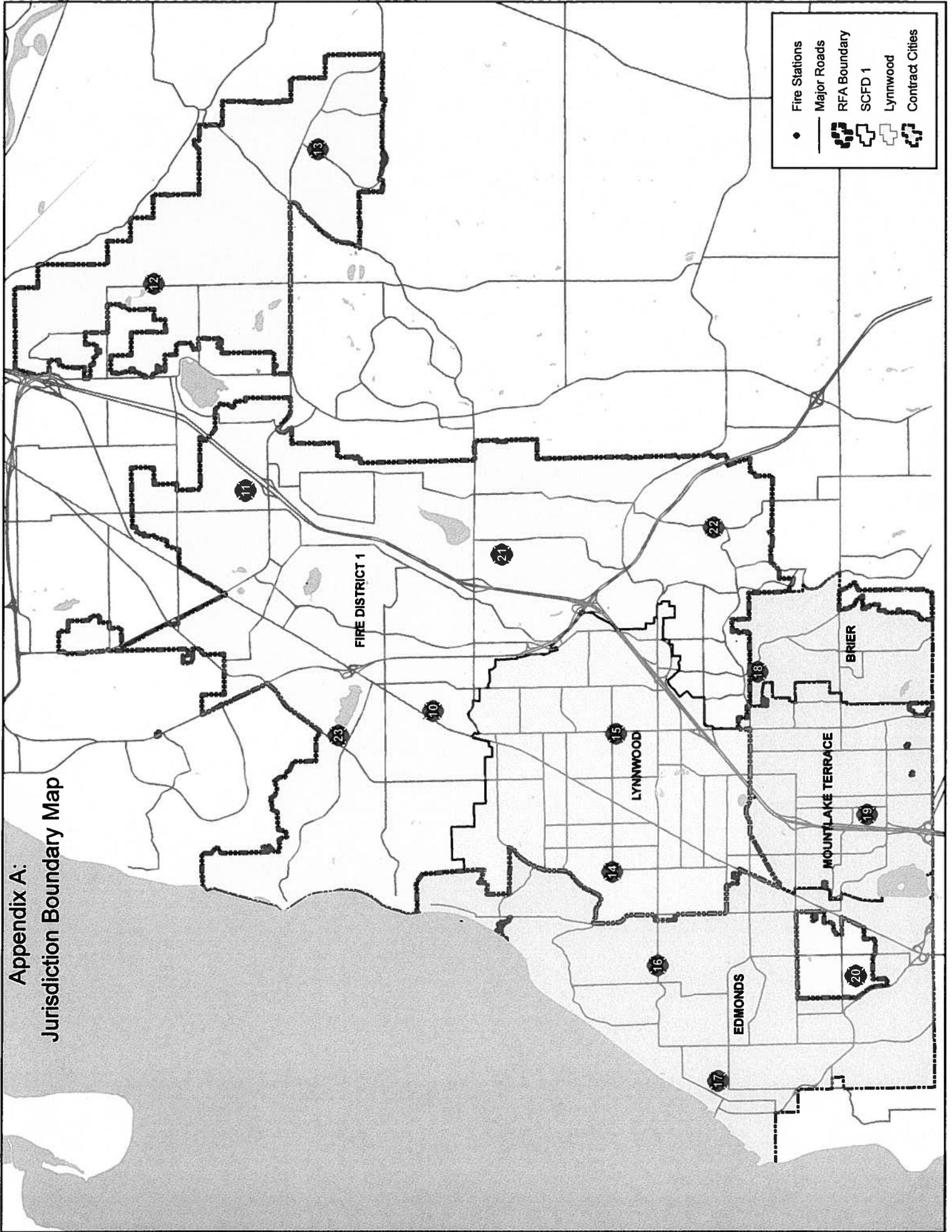
D. PUBLIC EDUCATION SERVICES

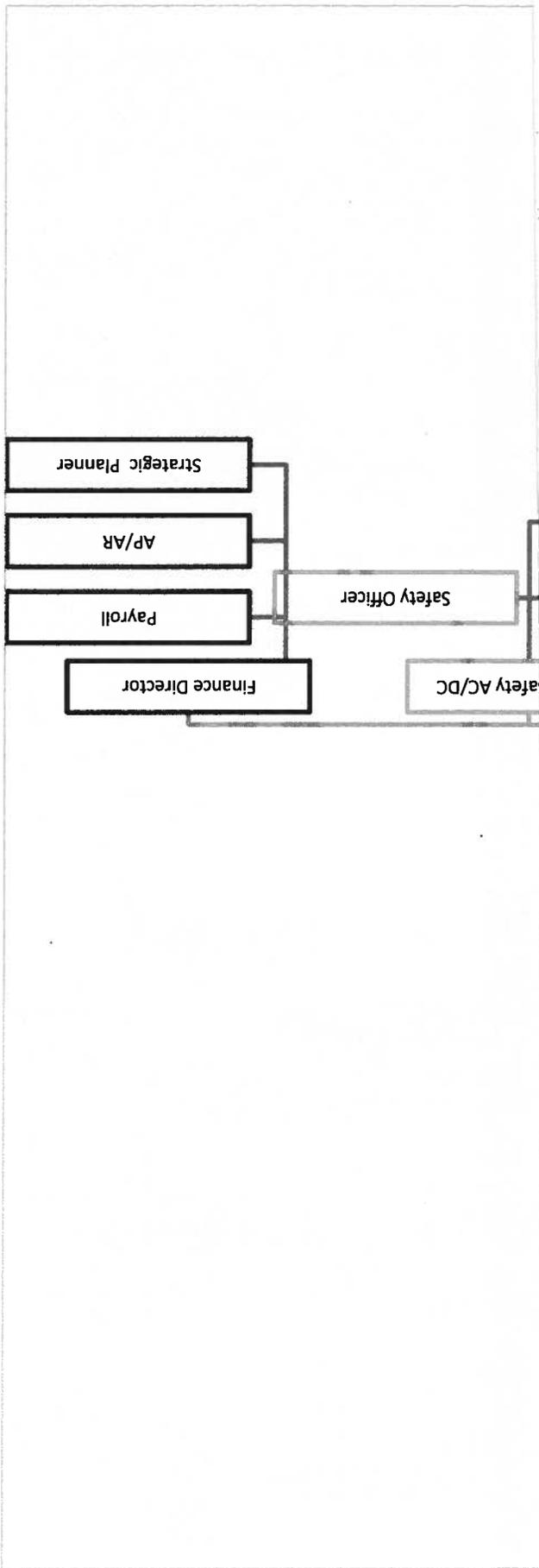
- 1. On the Effective Date of the creation of the RFA, the RFA shall provide Public Education Services throughout the jurisdiction of the RFA and its service area.

RFA SECTION 8 PLAN REVISION DISPOSITION:

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

Appendix A:
Jurisdiction Boundary Map





**Appendix C
Real Property**

Fire District 1

Facility	Year Built	Address	Land SF	Building SF
FS 10	2010	3922 156st SW, Lynnwood WA98087	54,014	13,100
FS 11	1989	12310 Meridian Ave, Everett, WA 98208	116,025	16,270
FS 12	2005	3525 108th SE, Everett, WA 98208	127,892	10,100
FS 13	1980	13611 Puget Park Rd, Everett, WA 98208	48,184	7,430
FS 18	2010	21206 Poplar Way, Brier 98036	97,574	8,780
FS 21	2009	16819 13th Ave W, Lynnwood, WA 98037	118,047	12,960
FS 22	1972	20510 Damson Rd, Lynnwood, WA 98036	28,749	5,080
FS 23	1972	4324Serene Way, Lynnwood, WA 98087	57,934	5,080
District 1 HQ	1974	12425 Meridian Ave S, Everett, WA 98208	228,240	36,000
Training Tower		12425 Meridian Ave S, Everett, WA 98208		3,361
Training Class Rooms		12425 Meridian Ave S, Everett, WA 98208		2,304
Fender property		Fender Drive, Lynnwood, WA 98087	3+ acres	0
Manor property		2224 Manor Way, Lynnwood, WA 98037	47,916	0

City of Lynnwood

Facility	Year Built	Address	Land SF	Building SF
FS 14	1990	18800 68th Ave W, Lynnwood, WA 98036	20,037	4,540
FS 15	1995	18800 44th Ave W, Lynnwood, WA 98036	59,242	18,710

*The transfer of Station 15 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 station ever ceases to be continuously used for fire service. The amount of compensation to be paid to the RFA for such reversion shall be negotiated by the RFA and the City.

** The City shall be granted an option to purchase Station 14 (the land and the building) if the station ever ceases to be continuously used for fire service. The Option will provide that the purchase price is to be negotiated by the RFA and the City. The Option will be recorded with the Snohomish County Auditor.

*** As used in the foregoing notations, the term "Used for fire service" shall mean more than 50% of the facility is used continuously for fire suppression, department support or administration.

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

Fire District 1 Apparatus

App No.	license	Vin	year	model	Make
143	93286C	1FTSW21508EA62932	2008	FORD F-250	PICK-UP
1	391185		1925	REO PUMPER	250 GPM
146	95224C	1FDXE45PX9DA63704	2009	FORD/ BRAUN NORTHSTAR	E-450 SD
145	95223C	1FDXE45P89DA63703	2009	FORD/BRAUN NORTHSTAR	E-450 SD
106	78921C	1FDXE45P16HA05615	2006	FORD/BRAUN NORTH STAR	E-450 SD
147	96980C	4S7AT2D959C072158	2009	SPARTAN/SVI	AIR UNIT
100	75935C	1GNEK13Z75J244592	2005	CHEVROLET TAHOE	SUV
126	91089C	1GNGK46K89R254631	2009	CHEVROLET SUBURBAN	SUV
110	81414C	3GNGKZ6K77G161861	2007	CHEVROLET SUBURBAN	SUV
103	75936C	AGBKP32K8R3311793	1994	CHEVROLET STEP-VAN	UTILITY
102	75937C	1GNEK13Z15J251554	2005	CHEVROLET TAHOE	SUV
160	B3859C	1FM5K8AR1GGB55598	2016	FORD EXPLORER AWD	SUV
104	78303C	5NHUTBT2N6T405828	2005	CARGOMATE TRAILER	TRAILER
131	93290C	1FDAW5HR6AEA09059	2009	FORD/PACIFIC TRUCK	F-550 SD
42	40077C	4S7AT9D02TC020195	1996	SPARTAN/DARLEY	1500 GPM
113	84285C	4F7AT2F936C056016	2007	SPARTAN/H&W PUMPER	1500 GPM
34	21634C	457BT9F07MC003699	1991	SPARTAN/DARLEY	1500 GPM
114	84287C	4S7AT2F956C056017	2007	SPARTAN/H&W PUMPER	1500 GPM
78	71683C	4Z3AAAXG54RNO2993	2004	AMERICAN LAFRANCE	1500 GPM
140	93288C	4S7AT2F996C053881	2006	SPARTAN/H&W PUMPER	1500 GPM
133	932921C	4SAT4198WCO21121	1998	SPARTAN/DARLEY PUMPER	1500 GPM
119	96060C	4S7AT2F998C070036	2008	SPARTAN/CRIMSON PUMPER	1500 GPM
125	96061C	4S7AT2F9X9C070533	2008	SPARTAN/CRIMSON PUMPER	1500 GPM
132	932912	4S7AT419XWCO21122	1998	SPARTAN/DARLEY PUMPER	1500 GPM
120	96038C	4S7AT2F908C070037	2008	SPARTAN/CRIMSON PUMPER	1500 GPM
92	82381C	4S7AT33991C039627	2002	SPARTAN/H&W PUMPER	1500 GPM
77	71682C	4Z3AAACG34RNO2992	2004	AMERICAN LAFRANCE	1500 GPM
33	21633C	457BT9F05MC003698	1991	SPARTAN/DARLEY	1500 GPM
159	B3831C	1FM5K8AR3GGB55599	2016	FORD EXPLORER AWD	SUV
35	22957C	1B7KE26C4NS680942	1992	DODGE PICKUP	3/4 TON
161	B3860C	1FTBF2B67GEB54822	2016	FORD F250 4 X 4 P/U	3/4T P/U

101	75934C	1GNEK13Z55J245157	2005	CHEVROLET TAHOE	SUV
97	75924C	1FMDU72K75ZA66945	2005	FORD EXPLORER	SUV
32	19453C	4BMFH2029M1100528		WILSON TRAILER	TRAILER
149	85462C	4YMUL08147T092838	2007	CARRY-ALL TRAILER	TRAILER
124	88755C	2FAHP71V78X145945	2008	FORD POLICE INTERCEPTOR	SEDAN
144	93287C	1FMCUC93158KA30357	2008	FORD ESCAPE	SUV
150	99076C	4ENDABA86N1009933	1992	E-ONE/LADDER 95FT.	1500 GPM
71	60911C	4EN3ABA8111003138	2001	E-ONE/ LADDER 100 FT.	2000 GPM
118	96059C	4S7XZF949C070371	2008	SPARTAN/CRIMSON LADDER 103 FT.	1500 GPM
157	A8988C	1GD675CL6E1177495	2014	GMC AMBULANCE	SC4
127	93569C	1FDXE45P09DA42926	2009	FORD/BRAUN NORTHSTAR	E-450 SD
156	A8989C	1GD675CL0E1177122	2014	GMC AMBULANCE	SC4
136	93281C	1FDXE45F61HBO5466	2001	FORD/ROAD RESCUE	E-450 SD
130	95208C	1FDXE45P29DA68539	2009	FORD/BRAUN NORTHSTAR	E-450 SD
117	82345C	1FDXE45P16DB33893	2007	FORD/BRAUN NORTHSTAR	E-450 SD
128	93557C	1FDXE45P99DA68537	2009	FORD/BRAUN NORTHSTAR	E-450 SD
129	94348C	1FDXE45P09DA68538	2009	FORD/BRAUN NORTHSTAR	E-450 SD
155	A8990C	1GD675CLXE1178133	2014	GMC AMBULANCE	SC4
115	82344C	1FDXE45P76DB33896	2007	FORD/BRAUN NORTHSTAR	E-450 SD
141	93282C	1FDX45P46DB40773	2006	FORD/BRAUN NORTHSTAR	E-450 SD
153	A8215C	1FMPU16595LA77690	2005	FORD EXPEDITION	SUV
109	81392C	1GNFK13017J215050	2007	CHEVROLET TAHOE	SUV
139	93287C	1GNEK13Z75R220701	2005	CHEVROLET TAHOE	SUV
154	A9409C	1GNSK5EC2FR275786	2015	CHEVY SUBURBAN	SUV
98	75925C	1FMDU72K95ZA66946	2005	FORD EXPLORER	SUV
67	50601C	1FMPU18L8XLA45280	1999	FORD EXPEDITION	SUV
122	88757C	2FAHP71V08X145947	2008	FORD POLICE INTERCENTOR	SEDAN
123	88756C	2FAHP71V98X145946S	2008	FORD POLICE INTERCEPTOR	SEDAN
96	75931C	2D8GP44I85R529474	2005	DODGE CARAVAN, RED	MINI VAN
121	88761C	1GBDV13WX8D211305	2008	CHEVROLET UPLANDER, WHITE	CARGO VAN
158	B3830C	1FM5K8ARXGGB55597	2016	FORD EXPLORER AWD	SUV
105	78304C	5NHUTBT256T405986	2005	CARGOMATE TRAILER	TRAILER
74	70226C	1FDXE45F23HB46521	2003	FORD/BRAUN NORTH STAR	E450-SD
75	70227C	1FDXE45F43HB46522	2003	FORD/BRAUN NORTH STAR	E450-SD
107	78922C	1FDXE45TX68A05614	2006	FORD/BRAUN NORTH STAR	E-450 SD
116	82346C	1FDXE45PX6DB33892	2007	FORD/BRAUN NORTHSTAR	E-450 SD
108	81391C	1GNK13077J15053	2007	CHEVROLET TAHOE	SUV
111	81415C	1GCCS19EX78149247	2007	CHEVROLET COLORADO	PICK-UP
148	96981C	4S7AT2D9X9C071345	2009	SPARTAN/SVI	RESCUE
112	81416C	1GCCS19e578148054	2007	CHEVROLET COLORADO	PICK-UP
91	82383C	4S7BT9H08LC002679	1990	SPARTAN/DARLEY PUMPER	1500 GPM
93	82386C	1FMPU18L5WLB44363	1998	FORD EXPEDITION	SUV
162		4SAT2D98HC081046	2016	SPARTAN PUMPER	1500GPM
163		4SAT2D98HC081047	2016	SPARTAN PUMPER	1500GPM

164	B8256C	1FAHP2H81HG111539	2017	FORD TAURUS	SEDAN
165	B8262C	1GNSKDEC9HR232298	2017	CHEVY TAHOE	SUV
166	B8272C	1FM5K8ARXHGC27559	2017	FORD EXPLORER AWD	SUV
142	93285C	3GNGK26K87G304591	2007	CHEVROLET SUBURBAN	SUV

City of Lynnwood Apparatus

167	43646D	1FMFU16587LA84189	2007	Ford Expedition	
154	42389D	1FMFU165X6LA73651	2006	Ford Expedition	
170	42388D	1FMFU16567LA87138	2007	Ford Expedition	
198	47266D	1FTSW21R78EE06534	2008	Ford F-250	F-250
C-99	25038D	1FMFU02171KC24181	2001	Ford Escape	
218	49350D	1HTMRAZL69H135155	2009	Navistar	
219	49351D	1HTMRAZL89H135156	2009	Navistar	
244	51039D	4S7AT2C979C071160	2010	H & W	
161	05450D	4S7AT2C996C055845	2007	H & W	
F-20	22767D	457AT41931CO37736	2001	H & W	
F-15	22764D	4S7AX4199YC033589	2000	Smeal	
249	53715D	1FDXE4FP0ADA27958	2010	Ford E450	
267	25048D	1FDXE40F5WHB72185	1998	Ford E450	
309	59141D	1FMFU9GXXFUC06125	2015	Escape	
310	59140D	1FMFU9GX1FUC06126	2015	Escape	
311	60142D	1FMFU9GX3FUC06127	2015	Escape	
315	60141D	1FM5K8AT6FGC67761	2015	Taurus	
333	62021D	1FAHP2H81GG111992	2015	Taurus	



Snohomish County Elections

A Division of the Auditor's Office

Carolyn Weikel
County Auditor

Garth Fell
Elections and Recording Manager

RCUD CB

MAY 4 '17 PM 2:41
Snohomish County Auditor

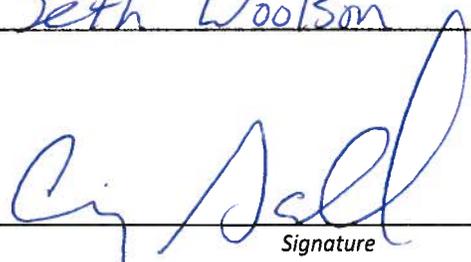
Receipt of Resolution

The Snohomish County Auditor's Office, Election Division has received a resolution on the date stamped below from the following district.

District Name: Snohomish Fire 1 + City of Lynnwood

Election Date: Aug 1, 2017

Person Delivering Resolution: Seth Woolson

Staff Receiving Resolution: 
Signature

**CITY OF LYNNWOOD, WASHINGTON
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1**

CITY OF LYNNWOOD RESOLUTION NO. 2017-09

**SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1
RESOLUTION NO. 05022017-06**

RCUD _____



MAY 4 '17 PM 2:41

Snohomish County Auditor

A JOINT RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON, AND THE BOARD OF COMMISSIONERS OF SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1, PROVIDING FOR THE SUBMISSION TO QUALIFIED ELECTORS OF THE CITY AND THE DISTRICT, AT A SPECIAL ELECTION TO BE HELD ON AUGUST 1, 2017, PURSUANT TO CHAPTER 52.26 OF THE REVISED CODE OF WASHINGTON, OF A PROPOSITION THAT APPROVES A PLAN TO FORM A REGIONAL FIRE PROTECTION SERVICE AUTHORITY WITHIN THE BOUNDARIES OF THE CITY AND THE DISTRICT, EFFECTIVE ON OCTOBER 1, 2017 IF AUTHORIZED BY STATE LAW, OTHERWISE JANUARY 1, 2018.

WHEREAS, the ability to respond to emergency situations by local fire protection and emergency medical service agencies has not kept up or progressed with community needs, population growth and additional demands for service; and

WHEREAS, providing an effective fire protection and emergency medical service system requires a collaborative partnership and responsibility among local and regional governments, and public safety agencies; and

WHEREAS, the efficient delivery of core emergency services and timely programs to improve service capability can best be achieved through stable funding options available to regional fire protection and emergency services agencies; and

WHEREAS, the City of Lynnwood ("the City"), through its Fire Department, and Snohomish County Fire Protection District No. 1 ("the District") have had a cooperative and productive partnership, that has resulted in providing a high level of fire and emergency medical services; and

May 3, 2017

HAND-DELIVERED

Carolyn Weikel
Snohomish County Auditor
3000 Rockefeller Ave.
Everett, WA 98201

RCUD _____

MAY 4 '17 PM 2:44

Snohomish County Auditor

RE: Snohomish County Fire Protection District No. 1

Dear Ms. Weikel:

We are general legal counsel to Snohomish County Fire District No. 1. We approve of the attached Explanatory Statement relating to the ballot proposition to create the South Snohomish County Fire & Rescue Regional Fire Authority.

Sincerely,

CHMELIK SITKIN & DAVIS P.S.



Richard A. Davis III

RAD/ama
Encl.
cc: Client

F:\FIRE DISTRICTS\SNOHOMISH FD 1\Regional Fire Authority\LR: Snohomish County Auditor_5-3-17.docx

EXPLANATORY STATEMENT

Proposition 1 asks voters to decide whether to form a new South Snohomish County Fire & Rescue Regional Fire Authority (RFA) encompassing the boundaries of the City of Lynnwood and Snohomish County Fire District 1. The City of Lynnwood currently operates and funds the Lynnwood Fire Department to provide fire and emergency medical services within its boundaries. Snohomish County Fire District 1 currently operates independently to fund and provide these services to residents in the unincorporated communities within its boundaries. If Proposition 1 passes, the Lynnwood Fire Department and Fire District 1 would merge into one organization, the RFA, effective October 1, 2017, if authorized by state law; otherwise the effective date will be Jan. 1, 2018. The RFA will initially be governed by an appointed board consisting of two Lynnwood City Councilmembers and five Fire District 1 Commissioners, and will transition to a board of commissioners elected directly by voters in the RFA. The RFA will be primarily funded by a property tax of \$1.50 per thousand of assessed valuation. This funding source will replace the District's property tax levy rate of \$1.50 per thousand and will reduce the City's property tax capacity by up to \$1.50 per thousand.



Skyline Tower
Suite 1500
10900 NE 4th Street
Bellevue, WA 98004

Rosemary A. Larson
Attorney at Law
Dir: 425.450.4249
rlarson@insleebest.com

May 3, 2017

Snohomish County Auditor
Attn: Elections Division
MS 505
3000 Rockefeller Avenue
Everett, WA 98201

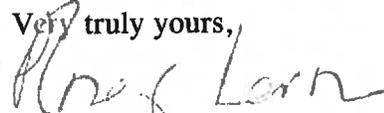
Re: City of Lynnwood - Explanatory Statement for Ballot Proposition

Dear Auditor:

I am the City Attorney for the City of Lynnwood. As required by law, I certify that I have reviewed and approved the enclosed explanatory statement for the Joint City of Lynnwood/Snohomish County Fire District No. 1 Ballot Proposition, which submits to the voters the question of whether the Snohomish County Fire & Rescue Regional Fire Authority should be formed and the RFA Plan approved. In my opinion, the explanatory statement conforms to the requirements of law and adequately explains the anticipated effect of the measure, if the voters approve the Proposition.

Please let me know if you need anything else on this matter,

Very truly yours,


Rosemary A. Larson

Attorneys at Law

Richard A. Bersin
Kay L. Brossard
Don E. Dascenzo
Eric C. Frimodt
Henry R. Hanssen, Jr.
J. Todd Henry
Anneliese E. Johnson
Chris M. Kang
Rod P. Kaseguma
Rosemary A. Larson
David J. Lawyer
Mark S. Leen
William A. Linton
Dan S. Lossing
James K. McBain
John W. Milne
Christopher W. Pirnke
Dawn F. Reitan
Milan Gail Ryder
Daniel N. Shin
Andrew L. Symons
Gregory L. Ursich
Katherine F. Weber
Barbara A. West
Brett N. Wiese
Kinnon W. Williams

RCUD _____

MAY 4 '17 PM 2:44

Snohomish County Auditor

Enclosure

cc: Nicola Smith, Mayor
Art Ceniza, Assistant City Administrator

EXPLANATORY STATEMENT

Proposition 1 asks voters to decide whether to form a new South Snohomish County Fire & Rescue Regional Fire Authority (RFA) encompassing the boundaries of the City of Lynnwood and Snohomish County Fire District 1. The City of Lynnwood currently operates and funds the Lynnwood Fire Department to provide fire and emergency medical services within its boundaries. Snohomish County Fire District 1 currently operates independently to fund and provide these services to residents in the unincorporated communities within its boundaries. If Proposition 1 passes, the Lynnwood Fire Department and Fire District 1 would merge into one organization, the RFA, effective October 1, 2017, if authorized by state law; otherwise the effective date will be Jan. 1, 2018. The RFA will initially be governed by an appointed board consisting of two Lynnwood City Councilmembers and five Fire District 1 Commissioners, and will transition to a board of commissioners elected directly by voters in the RFA. The RFA will be primarily funded by a property tax of \$1.50 per thousand of assessed valuation. This funding source will replace the District's property tax levy rate of \$1.50 per thousand and will reduce the City's property tax capacity by up to \$1.50 per thousand.