

JOINT OPERATING AGREEMENT
CITY OF MONROE
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 3

THIS AGREEMENT entered into between the CITY OF MONROE, a municipal corporation, hereinafter referred to as the "City", and SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 3, a municipal corporation, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS the City maintains a fire department and has been rendering fire protection and emergency aid services inside and outside its corporate limits in conjunction with Fire Protection district #3, and

WHEREAS the City and the District have had between them written agreement regarding fire protection service up to the present and both agencies now desire to establish a Joint Board to oversee operations of the fire department pursuant to this Joint Operating Agreement, and

WHEREAS the City and the District have maintained and operated equipment and machinery for the prevention and extinguishment of fires, and for emergencies and medical aid and said equipment is owned by both the District and the City, and

WHEREAS it is in the best interests of the city and the district that they establish this Joint Operating Agreement to govern the operation of the fire department and oversee their respective equipment, machinery, volunteers and paid firemen;

NOW, THEREFORE, the parties contract and agree as follows:

1. JOINT BOARD: The parties agree to establish a Joint Board for the purpose of overseeing the fire department and department properties and the implementation of this agreement. The Joint Board shall consist of six members. Each of the parties shall appoint 3 members. The Board members from the City shall be members of the City Council. The Board members from the District shall be members of the Board of Commissioners.

2. STATUTORY AUTHORITY: This agreement is entered into pursuant to RCW 52.36.020, RCW 35.23.440, and RCW 39.34, governing Interlocal Cooperation.

3. PURPOSE: Both the City and the District agree to jointly furnish fire fighting services, including aid call response to the properties within the boundaries of the District and City through the fire department. The respective agencies shall reserve for such fire fighting purposes such equipment and volunteer firemen according to the need of the District and City and their citizens, buildings and property, and shall continue to respond to and be party to existing mutual aid agreements, to which the respective parties are signators to and other existing agreements for fire protection and emergency aid.

This agreement shall not impair the existing jurisdictions of the respective agencies for purposes of fire code enforcement and other provisions of law relating to the respective

agencies, excepting that where a contract for fire protection services for one of the participating agencies is proposed, such proposal shall be approved by the other agency.

4. AUTHORITY OF THE JOINT BOARD: The Joint Board shall have the authority to supervise and manage all jointly-owned and jointly-operated properties and equipment. The Joint Board shall implement the terms and conditions of this agreement. The Joint Board shall not have authority to modify or revise the terms of this agreement, nor shall the Joint Board have authority to incur liabilities or obligations on behalf of either party to this agreement except as provided herein. In the event the Joint Board is unable to achieve agreement on a matter reasonably necessitating a decision and action on such matter, then such matter shall be referred to the decision-making body of the respective agencies.

5. MEETING, ACTIONS, AND QUORUM OF JOINT BOARD: All meetings of the Joint Board shall be held in compliance with the Open Public Meeting Act, RCW 42.30. The Joint Board shall meet not less than every other month in the conference room at the Fire Hall, being the District office. The regular meeting of the Joint Board shall be the second and fourth Monday of each month at 7:45 p.m. A quorum of the Board shall consist of two representatives of each agency. Actions of the Joint Board shall require the affirmative vote of not less than four (4) members of the Board. An appointed Secretary shall take minutes of the Joint Board meeting and other proceedings.

6. DISPUTE: Should a dispute arise under the term of this agreement or as to responsibilities of the respective agencies

set forth herein, the dispute shall be resolved as follows:

The District and City shall first attempt to negotiate a settlement of any such dispute between themselves. Absent to such settlement, the District shall appoint a member to a dispute panel and the City shall appoint a member to a dispute panel; both the District and the City shall mutually agree on a third member to be appointed to a dispute panel. The three-member panel shall thereafter resolve the conflict.

7. FIRE CHIEF/OTHER PERSONNEL: The Fire Chief shall serve as Fire Chief for both the district and city. The chief shall further act as Administrator for the Joint Board. The chief shall be compensated by the district in accord with an employment contract approved by the Joint Board. For code enforcement purposes the chief may serve as city fire Marshal but in such capacity shall not be a full-time employee of the city.

The Joint Board will fill all full-time and part-time fire department positions as the Board deems necessary and in accord with the Joint Operating Budget. The Board shall also oversee other employment and related matters for the fire department including but not limited to layoffs, suspensions, termination of employment and other sanctions, and the establishing of salaries and benefits.

8. JOINT OPERATING BUDGET: The Fire Chief shall prepare and present a proposed Joint Fire Department Operating Budget to the Board in accordance with BARS system, itemizing operations, programs and capital purchases which mutually benefit the combined jurisdictions represented. Upon approval of said

Joint Budget, the board shall recommend its approval to their respective agencies. Such Joint Fire Budget shall be established each year sufficiently in advance of statutory deadlines so that the City Council and Board of Fire Commissioners may consider the recommendation of the Joint Board at the time each entity's Annual Budget is under consideration.

All expenditures for Fire Department operations will be approved by the Joint Operating Board for Monroe Fire District #3. The Fire District will act as lead agent for purposes of making payment of said expenditures. Where an item has not been included in the Joint Operating budget, such as for purposes of a major piece of equipment or vehicle, the Fire Chief shall submit a request to the Joint Board for such expenditure outlining the proposed means of funding and a budget amendment will be done at years end if expenditures have exceeded the original budget amount.

9. FUNDING - COST SHARING: The City shall contribute annually to the Joint Operating Budget an amount equal to the levy rate for general taxes assessed by the District for property taxes times the total assessed value of properties within the City as certified annually by the Snohomish County Assessor. The amount owed by the City of Monroe shall be divided by 12 and payments shall be made to the Fire District on a monthly basis. These funds are to be deposited into the Joint Operating Expense Fund at the Snohomish County Treasurer's Office. The City shall further contribute all other revenues arising out of fire department and related activities including but not limited to contract income, revenue received from the State for impact funds on fire fighting

and emergency services, the City's share of fire insurance premiums as received from the State, and any fees or charges for permits issued by the City Fire Marshal, if an employee of the fire department serves in such capacity. These additional revenues shall be deposited into the Joint Operating Expense Fund as they are received. It is understood that said District levy rate and City assessed values will be adjusted to applicable amounts on an annual basis.

The District shall contribute annually all revenues received by the District to the Joint Operating Budget including but not limited to contract revenues, the general property tax revenues received and other operating revenues actually received. All District funds will be deposited into the Joint Operating Expense fund as they are received.

10. ACQUISITION AND SALE OF PROPERTIES: It is understood and agreed that all present inventory owned by the respective agencies and their respective ownership interests are set forth in the attached inventory and by this reference made a part hereof. All future purchase of capital inventory items from the joint Fire Department budget will be jointly owned with each party having an interest according to their respective percentages of contribution to said joint budget. All future purchases of capital inventory items made solely by the City of Monroe or by the Commissioners of Fire District #3, will remain in sole ownership of the purchaser. Such purchases and percentage interests will be identified in the inventory provided for in Paragraph Eleven hereof.

During the term of this Joint Operating Agreement, the proceeds from the sale of any jointly owned capital inventory item will be disbursed and credited for the respecting party to the Joint Operating Budget.

All items of and in the future purchased by the Volunteer Firefighters Association will be properly identified and recorded. Any item purchased by the volunteers will remain under the sole ownership and control of the Volunteer Association, unless donated to the City or the Fire District.

The current real property of the Fire Department, including the station and grounds, is jointly owned by the City of Monroe and Fire District #3. During the term of this agreement, the parties hereto may make acquisitions or sales of properties only in action of the Joint Board approved by each agency and such agreements shall be in writing and be executed with the same formalities used in the execution of this document. Any unresolved matters to purchases and sales will be resolved through the dispute resolution procedure set forth in Paragraph 6 hereof.

11. LOCATION AND USE OF PERSONNEL AND EQUIPMENT: The Fire Chief shall have full responsibility for the assignment of personnel and the location and use of all equipment owned by the District and the City. Each party agrees that its equipment may be used in aid of the other. In the event of concurrent demands for equipment, the Fire Chief shall have full authority and responsibility to determine how conflicting demands for equipment and personnel shall be met.

Each party shall continue to own such apparatus and

equipment that is previously established by title of ownership as set forth in the attached inventory which by this reference is made a part hereof, which sets forth the department inventory and equipment and the ownership interests thereof. This inventory shall be maintained on a continuing basis and shall reflect the percentage of ownership as accrued by each party. This inventory shall be updated annually with revisions to be signed by both agencies and made a part of this agreement.

As part of the consideration herein, any fire hydrants within the corporate limits of the City and District shall, during the course of this agreement be jointly maintained and utilized by both agencies.

12. LIABILITY INSURANCE: The parties agree to jointly fund liability insurance to protect the District and the City against liability arising from the operation of the equipment owned by both parties and the operation of the Fire Department pursuant to the terms of this agreement. The limits of liability insurance shall be determined by the Joint Board and each party agrees to bear responsibility for any uninsured liability incurred in the joint operation of the Fire Department pursuant to terms of the agreement, proportionately according to the proportions set forth in the funding formula for this agreement. Each party agrees that the sole purpose of such jointly purchased insurance shall be to insure against liabilities arising from operations of the fire Department and that City operations which are not carried out pursuant to this joint operating agreement will not be covered by said liability insurance.

13. INSURANCE OF EQUIPMENT: Each party shall be responsible for obtaining and maintaining insurance on the equipment owned by it providing for protection against casualty, loss or damage to said equipment. Such insurance may be acquired jointly where practical. 28th

14. TERM: This agreement shall be effective the 28th day of November, 19⁹⁴, and shall continue indefinitely until terminated by 180 days written notice of either party.

15. INTEGRATION CLAUSE: This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind the parties hereto. This agreement supersedes all prior agreements.

16. MODIFICATIONS: No modification or amendment shall be valid unless evidenced in writing by both parties.

17. SEVERABILITY: If any provisions of this agreement or its application are held invalid, the remainder of the agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have affixed their signatures on date below.

