

AGREEMENT FOR CONSOLIDATION OF FIRE AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT #12, a municipal corporation (hereinafter referred to as "District #12"), the CITY OF MARYSVILLE, a municipal corporation (hereinafter referred to as the "City"), jointly operating pursuant to Interlocal Agreement as the MARYSVILLE FIRE DISTRICT (hereinafter collectively referred to as "MFD"), and SNOHOMISH COUNTY FIRE PROTECTION DISTRICT #20, a municipal corporation (hereinafter referred to as "District #20"). Unless otherwise specifically stated herein, where reference is made to "the parties" or "each party," it shall mean the City of Marysville, Fire District #20 and Fire District #12.

1. BASIS FOR AGREEMENT.

a. This agreement is entered into between the parties under the authority of RCW 35A.11.040 and RCW 52.12.031, which authorize cities and fire districts to enter into agreements for the mutual benefit of the citizens they serve. This agreement is also entered into in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

b. Currently, District #20 and MFD each maintain and operate their own fire department to provide fire protection, fire suppression and emergency medical services in their respective areas.

c. District #20 and MFD have determined that it is in the best interests of each of the entities and the citizens they serve to consolidate operations, initially on a two-year trial basis, and potentially on a longer-term basis, on the assumption that joint and consolidated operations will provide significant efficiencies, cost savings and other tangible and intangible benefits.

d. By this agreement, District #20 and MFD contract to consolidate the provision of fire prevention, fire suppression, medical aid/rescue services, hazardous materials incident response services, public education, fire

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apparatus and facility maintenance as well as fire administrative services to District #20 and MFD.

e. By Agreement originally dated October 16, 1991 and subsequently modified on September 15, 1993, the City and District #12 have merged operations. That Agreement, entitled "Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities" (herein referred to as the "JOA"), governs the general operations of the combined fire departments, which are collectively referred to as the Marysville Fire District, herein referred to as "MFD." A copy of the JOA is attached hereto and portions thereof as further identified herein are incorporated by reference. Unless expressly provided otherwise, it is the intent of this agreement to be read consistently with the JOA, which shall remain in full force and effect.

f. It is the purpose of this agreement to set forth the terms and conditions under which the parties will consolidate operations.

2. **TERM.**

a. **Initial Term.** The initial term of this agreement shall be for two (2) years, commencing on January 1, 1998 and terminating on December 31, 1999. The two-year term shall be considered a trial period for the consolidation of operations between the parties, and in the event such trial consolidation is deemed by the parties to be successful, this agreement may be extended for a longer term by mutual written agreement, or a new agreement may be entered into which replaces this agreement.

b. **Termination of Initial Term.** In the event either party desires to terminate this agreement after the expiration of the initial two-year term, such party shall give to the other party written notice of such intent on or before July 1, 1999, in order to provide adequate time for the Board of Directors to discontinue the consolidation and for each party to reestablish its own fire department. In the event of termination, the provisions of Section 18 of this agreement shall apply.

3. **RENEGOTIATION OR MODIFICATION OF TERMS.** Any party that wishes to renegotiate or modify any provision of this agreement may give to the other party written notice of such intent, setting forth the provisions to be renegotiated or modified. The parties agree that in the event of such notice, they shall engage in good faith negotiation.

4. **BOARD OF DIRECTORS.** The operations of the consolidated fire departments necessary to carry out the purposes of this agreement shall be administered by a Board of Directors consisting of seven (7) members, hereinafter referred to as the "Board." In addition to the six (6) members who are appointed to

the Board of Directors managing MFD, a seventh member shall be appointed by the Commissioners of District #20. The seven-member Board of Directors shall have such powers and authority as set forth in paragraph 4 of the JOA, the terms of this agreement, and such other and further authority and powers as may from time to time be mutually agreed to by the legislative bodies of each of the parties. Meetings of the Board of Directors shall be held as set forth in paragraph 5 of the JOA.

5. **LEVEL OF SERVICES.** Fire prevention, fire suppression, emergency medical and hazardous materials incident response services shall be provided at the same or higher level as exists for each party at the date of entering into this agreement. In the event of simultaneous emergencies within District #20 and MFD whereby the resources of the department are taxed beyond its ability to render equal protection, the officers and agents of the department shall determine how to allocate the resources of the department. The parties recognize that Snohomish County has the statutory jurisdiction to enforce the provisions of the Uniform Fire Code within the boundaries of District #12 and District #20, rather than each district itself.

6. **STAFFING/PERSONNEL.**

a. **Full-Time Personnel.** The full-time personnel of District #20 shall be consolidated with the existing personnel of MFD and shall become employees of District #12. Provided, however, one District #20 employee shall remain an employee of District #20. District #20 agrees to assign all its authority to manage, supervise, employ, terminate and contract with all District #20 and former District #20 employees to the Board of Directors. The initial placement of said employees shall be within the discretion of the parties to this agreement. PROVIDED, prior to any major change to the placement on job assignment of current or former District #20 employees, MFD shall meet and confer with the District #20 Board of Commissioners. PROVIDED, further, any final decision to terminate a former or current District #20 employee during the term of this agreement shall be by mutual agreement of the Board of Commissioners for District #20 and the Board of Directors for MFD.

b. **Volunteers/Part-Time Members.** The volunteers and part-time members of District #20 shall be consolidated and integrated into the system of volunteers and part-time members of MFD. Volunteers and part-time members of District #20 shall be entitled to all of the same benefits and compensation as existing MFD volunteers and part-time members. District #20 volunteers' and part-time members' seniority shall be recognized and carried over from their time in service with District #20.

c. **Termination.** In the event this agreement is terminated on December 31, 1999, the two former full-time District #20 employees who became employees of District #12

shall be terminated by District #12 and reemployed by District #20. In the event this agreement is terminated during or after any extension of the initial two-year term, the parties agree to negotiate the terms and conditions under which District #20 will be restaffed. In the case of volunteers, MFD shall release from its volunteer service all volunteers who reside within the boundaries of District #20 so they may, if they wish, become volunteers of District #20.

7. **TRAINING.** All volunteer, part-time and full-time personnel from District #20 will participate in training crews of MFD, and a new daytime training crew will be created for the Lake Goodwin Station. The same or higher level of training as each department now provides will be maintained. With the concurrence of the Board of Directors, the Chief may revise the training regimen described herein.

8. **DISPATCH.** MFD will provide dispatch services for the consolidated operations of District #20 and MFD by the City of Marysville or such other entity as the Board selects. Within thirty (30) days of full execution of this agreement, District #20 shall provide the required notice to SNOFAC of its intent to terminate its participation therein. Upon termination of District #20's agreement with SNOFAC, initially the City shall assume responsibility for dispatch of all calls of the consolidated departments pursuant to the terms in place for MFD. Improvements to the dispatch equipment shall be provided by MFD prior to January 1, 1998 to allow for dispatch services substantially equal to the current services provided to District #20 by SNOFAC.

9. **INSURANCE.** Effective January 1, 1998, MFD shall provide general liability insurance, errors and omissions, automobile liability and property damage insurance with regard to all operations of the consolidated department and the separate operations of District #20 by and through the Washington Cities Insurance Authority (WCIA). Commencing January 1, 1998, or the date upon which District #20's insurance coverage shall expire, and for a period of not less than three (3) years thereafter, District #20 shall, at its own expense, provide tail coverage as required by MFD's current insurance provider. The additional cost of covering the expanded services resulting from consolidation shall be accounted for in the consolidated budget. Prior to execution of this agreement, MFD will provide a written statement of the coverages and limits of insurance provided by WCIA. District #20 shall provide proof of the tail coverage. District #20 shall be given written notice of any change in WCIA coverage or limits during the term of this agreement.

10. **PROPERTY OWNERSHIP.** During the initial term of this agreement, all property previously owned by District #20 and all property separately acquired by it to perform the services required under this agreement shall remain the property of District #20. During the initial term of this agreement, all

property previously owned by MFD and all property separately acquired by MFD to enable it to perform the services required under this agreement shall remain the property of MFD. All property that is purchased through the consolidated budget of the parties shall be considered jointly owned and jointly purchased. All equipment and personal property that has been or will be purchased jointly by the parties under the consolidated budget shall be inventoried and distinctly marked as jointly acquired property. The inventory shall be maintained annually to reflect current status. In the event of termination of this agreement or any extension thereof, all jointly owned and jointly purchased property shall be disposed of on an equitable basis in such manner as described in Section 18 hereof.

11. **MAINTENANCE OF FACILITIES AND EQUIPMENT.** All station facilities and equipment owned either individually or jointly by the parties shall be maintained to the highest quality standard by the parties' providing adequate funding and staff and modern preventive maintenance techniques to ensure a continued quality and professional environment and to protect the citizens' long-term investment in said facilities and equipment. Payment for maintenance of vehicles and facilities shall be as provided for in the joint budget.

12. **FINANCING.**

a. District #20 agrees that it will not voluntarily lower its regular or emergency medical services regular real property tax levy without the consent of the Board. From the annual operational revenue received by District #20 from tax levies, contract payments or mitigation payments, the District shall retain sufficient funds for the payment of employee expenses, including wages, LEOFF, medical and dental insurance premiums, Social Security, overtime, and State Industrial insurance premiums consistent with the wage and benefit package mutually agreed between District #20 Commissioners and the MFD Board.

b. The Board of Directors shall provide sufficient funds in the annual operating budget for the following District #20 operations:

i. Membership fees for state and local municipal corporation associations and commissioners' associations.

ii. Operational, travel expenses, expenses incurred in attending meetings, training sessions, legislative and administrative hearings, and all other such functions.

iii. Attorneys', accountants', auditors' and investment officers' fees and costs.

iv. Election expenses.

v. Insurance premiums.

vi. Costs for obtaining inspections and permits.

vii. Such other reasonable and necessary expenses as may be incurred from time to time by District #20 and its Board of Commissioners.

c. The balance of such remaining annual operational funds (total annual operational revenue less District expenses set forth above) shall be paid to MFD each year in equal monthly installments.

d. Each party shall be separately responsible for any general obligation bonds it issues or has issued for acquisition of equipment, real property and improvements for the benefit of emergency services.

e. The MFD will continue to contribute toward the consolidated budget of the parties those amounts as required under paragraphs 12.1 and 12.2 of the JOA.

13. BUDGET.

a. The Fire Chief shall prepare and present a proposed operating budget to the Board of Directors for the consolidated departments in accordance with the budgeting, accounting and reporting system (BARS) established by the Washington State Auditor's office, establishing the annual income and expense requirements of the consolidated departments and the capital expenditures required for the operation of the department. The Board of Directors shall review the proposed budget, adopt a recommended budget, and submit it to the City of Marysville, Fire District #12, and Fire District #20 no later than October 15th of each year. After a budget is adopted by the Board of Directors, a copy shall be submitted to the Marysville City Council, District #12 Commissioners and District #20 Commissioners for their approval. In the event the parties shall disagree on any budget item, the parties shall negotiate a compromise.

b. In the event it shall be necessary during any calendar year for the budget to be amended, the Fire Chief shall prepare a budget amendment and submit it to the Board of Directors for review. Upon review by the Board of Directors, the amendment shall be submitted to the governing body of each party for approval in the event the amendment shall require an additional contribution of funds by any party.

c. In a separate budget, District #20 shall provide for payment of expenses of its full-time employee. These expenses shall be paid for out of District #20 revenues and shall not be considered part of the budget described in Section 13(a) above.

14. **INDEMNIFICATION.** Each of the parties shall, at all times, be solely responsible for the acts or failures to act of its personnel and public officials that occur or arise in any way out of the performance of this agreement and agrees to save and hold the other party and its personnel and public officials harmless from all costs, expenses, losses and damages, including costs of defense, incurred as a result of any acts or omissions of the party's personnel or public officials relating to any activities of such party that may have occurred prior to the effective date of this agreement.

15. **ANNUAL RETREAT.** Pursuant to paragraph 23 of the JOA, the Board of Directors shall hold an annual retreat on or before October 1 of each year. All three of the District #20 Commissioners shall be invited to attend said retreat.

16. **DISPUTE RESOLUTION.** In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement, the parties agree that such dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. MFD and District #20 shall each appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Unless different rules are adopted by the board of arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

17. **ANNEXATIONS/SERVICE AREA EXPANSIONS.** Any service area expansions by Fire District #12 or Fire District #20, whether by contract or by annexation, shall be discussed in advance by the parties. In the event any party disagrees with such expansion in the case of annexation, such party may participate in any public hearing that is required by law. In the event such expansion of service area is proposed by contract, any dispute that cannot be resolved by good faith negotiations between the parties, then the dispute resolution provisions of this agreement shall apply.

18. **TERMINATION.**

a. The ownership of all assets jointly acquired during the term of this agreement shall be divided in cash, real property, equipment and/or contracts for service. Each party shall be entitled to a percentage of the value of the total consolidated fire department assets which is equal to that party's percentage of the total assessed valuation of MFD and District #20 combined, determined as of the year at the end of which termination will become effective. In the event the parties cannot agree upon the division of assets, the parties agree to utilize the dispute resolution process outlined in paragraph 16 above to resolve the division of assets.

b. Assets to be divided on termination of this agreement shall include equipment in excess of \$500 in value, facilities, and other property of value that was

jointly acquired during the term of this agreement. Quantities of supplies and items valued at less than \$500, but stored for the purpose of operating facilities shall be divided or left in place for operation of the facility. Reserve funds that have been created by joint contribution shall be classified as a joint asset. All equipment, cash or real property owned separately prior to the effective date of this agreement shall be retained by the owner thereof.

c. The value of all property to be divided shall be determined in accordance with generally accepted accounting principles at the conclusion of the final year of the contract. Any jointly acquired real property shall be determined by professional appraisal, the cost of which shall be shared equally.

19. **SEVERABILITY.** If any provisions of this agreement or its application are held invalid, the remainder shall not be affected.

20. **NOTICES.**

a. All notices required under this agreement to MFD shall be sent as follows:

Marysville Fire District
Attn: Chairperson, Board of Directors
1435 Grove Street
Marysville, WA 98290

b. All notices required under this agreement to Fire District #20 shall be sent to the personal residence of the Chairperson for Snohomish County Fire Protection District #20. The Board of Commissioners for District #20 shall provide MFD with the current address of the Chairperson for District #20.

21. **ENFORCEMENT.** Should any party bring suit against the other to enforce any provision of this Agreement or to redress any breach thereof, the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorney's fees.

DATED: 10/13/97

CITY OF MARYSVILLE

By David Weiser
MAYOR DAVID A. WEISER

DATED: 10-9-97

SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT #20

By [Signature]

By [Signature]

By [Signature]

DATED: October 14, 1997

SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT #12

By [Signature] L. Smith, Chairperson
Commissioner

By [Signature]
Commissioner

By _____