

JOINT RESOLUTION NO. 272 and 13-03

A JOINT RESOLUTION of the Board of Commissioners of Mason County Fire Protection District No. 2 and the Board of Commissioners of Mason County Fire Protection District No. 8, providing for the submission to qualified electors of District 2 and District 8, at the general election to be held on November 5, 2013, of a proposition that, pursuant to Chapter 52.26 of the Revised Code of Washington, approves a plan to form a regional fire protection service authority within the boundaries of District 2 and District 8, effective January 1, 2014 and providing for other matters properly related thereto.

**RECITALS**

A. The ability to respond to emergency situations by fire protection and emergency medical service agencies has not kept up or progressed with community needs and special service demands. Providing an effective fire protection and emergency medical service system requires a collaborative partnership and responsibility among local and regional governments and the private sector.

B. There are efficiencies that can be gained by regional fire protection and emergency medical service delivery, while maintaining local control.

C. Mason County Fire Protection District No. 2 (“District 2”) and Mason County Fire Protection District No. 8 (“District 8”) have had a cooperative partnership, striving to provide the highest level of fire protection and emergency medical services to their citizens within the confines of available resources.

D. In 2012, Fire District Commissioners, community members and stakeholders convened and were presented with a proposal to create a Regional Fire Authority as a means to consolidate fire and emergency medical services resources. Shortly thereafter, the Board of Fire Commissioners from each Fire District formally passed resolutions forming a recognized Planning Committee.

E. The Planning Committee met and prepared a Plan to create the “North Mason Regional Fire Authority,” and to govern and finance its operation. The North

Mason Regional Fire Authority Plan is being formally approved and adopted by each entity pursuant to this Joint Resolution “the Plan.” A copy of the Plan is attached as **Exhibit A** and incorporated by this reference. Copies are also available from the administrative offices of District 2 and District 8.

F. The authority to form a Regional Fire Protection Service Authority is established by Chapter 52.26 RCW and requires that the voters in the area affected by the Plan must approve the Plan and establish the Regional Fire Protection Service Authority. Therefore, in accordance with the Plan and state law, it is appropriate to place before voters within District 2 and District 8 (the proposed service boundaries of the North Mason Regional Fire Authority) at the general election to be held on November 5, 2013, a proposition calling for the creation of the North Mason Regional Fire Authority, to be funded by a property tax levy, and the approval of the Plan, all in accordance with state law.

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF MASON COUNTY FIRE PROTECTION DISTRICT NO. 2 AND THE BOARD OF COMMISSIONERS OF MASON COUNTY FIRE PROTECTION DISTRICT NO. 8, DO HEREBY RESOLVE AS FOLLOWS:

### **RESOLUTION**

**SECTION 1.** – *Adoption of the Plan for the North Mason Regional Fire Authority.* The Board of Commissioners of Mason County Fire Protection District No. 2 and the Board of Commissioners of Mason County Fire Protection District No. 8 hereby formally adopt the North Mason Regional Fire Authority Plan, a true and correct copy of which is attached as **Exhibit A** and incorporated by this reference.

**SECTION 2.** – *Findings of Board of Commissioners of Mason County Fire Protection District No. 2 and Mason County Fire Protection District No. 8.* The Board of Commissioners of Mason County Fire Protection District No. 2 and the Board of Commissioners of Mason County Fire Protection District No. 8 hereby find that it is in

the best interests of District 2 and District 8 to submit to the qualified electors of District 2 and District 8 at the general election to be held on November 5, 2013, a proposition to approve the Plan and to create the North Mason Regional Fire Authority. The Plan authorizes the RFA to be initially funded by a regular property tax levy of up to \$2.00 per \$1,000 of assessed value.

If approved by sixty percent of the voters within the boundaries of the proposed Authority voting on the ballot proposition in accordance with RCW 52.26.060, this proposition would create a regional fire protection service authority as provided in chapter 52.26 RCW called the "North Mason Regional Fire Authority," with boundaries coextensive with the boundaries of the Mason County Fire Protection District No. 2 and Mason County Fire Protection District No. 8, effective January 1, 2014 funded by regular property taxes under RCW 52.26.140 and RCW 84.52.069.

**SECTION 3.** - *Proposition for Voter Submittal.* There shall be submitted to the qualified electors of Mason County Fire Protection District No. 2 and Mason County Fire Protection District No. 8 for their ratification or rejection, at the general election on November 5, 2013, the question of whether or not the North Mason Regional Fire Authority should be created in accordance with the Plan. The Board of Commissioners of Mason County Fire Protection District No. 2 and the Board of Commissioners of the Mason County Fire Protection District No. 8 hereby requests the Auditor of Mason County, as *ex-officio* Supervisor of Elections, to call such election and to submit to the voters of Mason County Fire Protection District No. 2 and Mason County Fire Protection District No. 8 the following proposition at such election, in the form of a ballot title, pursuant to RCW 52.26.060, as follows:

**MASON COUNTY FIRE PROTECTION DISTRICT NO. 2**  
**MASON COUNTY FIRE PROTECTION DISTRICT No. 8**  
**PROPOSITION 1**

Mason County Fire Protection District No. 2 and Mason County Fire Protection District No. 8 have adopted a Joint Resolution approving the North Mason Regional Fire Authority Plan (“Plan”) concerning the creation of the North Mason Regional Fire Authority (“RFA”), effective January 1, 2014.

This proposition would approve the Plan and create the North Mason Regional Fire Authority to provide fire protection and emergency medical services funded with a regular property tax levy of \$1.50 per \$1,000 of assessed value, a six year Emergency Medical Services tax of \$.50 per \$1,000 of assessed value and other sources identified in the Plan. The RFA levy will replace each Fire District’s existing property tax.

Should the Plan for and formation of the North Mason Regional Fire Authority be approved?

YES        [ ]

NO         [ ]

**SECTION 4.** – *Authorize Continued Acts of Regional Fire Authority Planning Committee.* The Board of Commissioners of the Mason County Fire Protection District No. 2 and the Board of Commissioners of Mason County Fire Protection District No. 8 hereby authorize the Regional Fire Authority Planning Committee to continue operating on an as needed basis until the effective date of the North Mason RFA. The Planning Committee shall function as the governing board for the purposes of carrying out the requirements of Chapter 52.26 RCW until such time as a the North Mason RFA governing board is established pursuant to the Plan on January 1, 2014.

**SECTION 5.** – *Pro and Con Committee Appointments.* The Board of Commissioners Mason County Fire Protection District No. 2 and Mason County Fire Protection District 8 hereby assign to the Regional Fire Authority Planning Committee the task of appointing members to a committee to advocate voters’ approval of the proposition and to a committee to prepare arguments advocating voters’ rejection of the proposition.

**SECTION 6.** - *Designation of Individuals to Receive Notices re: Ballot Title.* For purposes of receiving notice of any matters related to the ballot title, as provided in RCW 29A.36.080, the Board of Commissioners of District 2 and the Board of Commissioners of District 8 hereby designates the Fire Chief of District 2 and legal counsel as the individuals to whom the County Auditor shall provide such notice.

**SECTION 7.-** *Implementation.* The District 2 Fire Chief is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including modifying the text of the “North Mason RFA Plan” and the text of the ballot title and any other text, language and/or descriptions relative thereto necessary to conform such ballot title, text, language and/or descriptions to the intent of the parties, consistent with the objectives of this resolution. No substantive modifications to the ballot title, text, language and/or descriptions of any document shall be made without the approval of the Boards of Commissioners of each District.

**SECTION 8.** *Copies Filed with the Mason County Auditor.* The District 2 Fire Chief, or his designee, is hereby authorized and directed, no later than August 6, 2013, to provide to the County Auditor a certified copy of this resolution and the proper District officials are authorized to perform such other duties or take such other actions as are necessary or required by law to the end that the proposition described in this resolution appear on the ballot before the voters of the proposed North Mason RFA at the November 5, 2013 election.

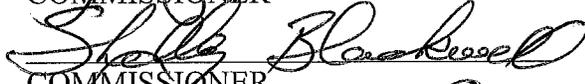
**SECTION 9.** - *Severability.* If any section, subsection, paragraph, sentence, clause or phrase of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this resolution.

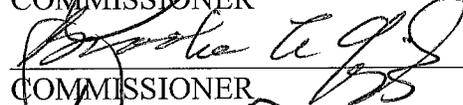
**SECTION 10.** - *Ratification.* Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

**SECTION 11.** - *Effective Date.* This resolution shall take effect and be in force immediately upon its passage.

ADOPTED by the Board of Commissioners of Mason County Fire Protection District No. 2, Mason County, Washington, at a special open public meeting of such Board on the 31st day of July, 2013, the below commissioners being present and voting.

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

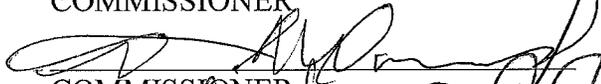
ATTEST:

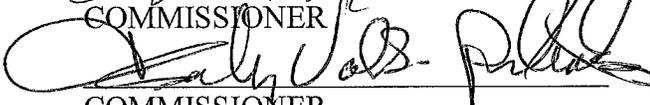
  
DISTRICT SECRETARY



ADOPTED by the Board of Commissioners of Mason County Fire Protection District No. 8, Mason County, Washington, at a special open public meeting of such Board on the 31st day of July, 2013, the below commissioners being present and voting.

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

ATTEST:

  
DISTRICT SECRETARY

# North Mason Regional Fire Authority Service Plan



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### *Section 1: Definitions*

The definitions in this section apply throughout the North Mason Regional Fire Protection Service Authority Plan, unless the context clearly requires otherwise.

1. **Board:** Means the governing body of a regional fire protection services authority.
2. **Participating Jurisdiction:** The municipal jurisdiction(s) participating in the NMRFA in accordance with RCW 52.26. Mason County Fire Protection District No. 2 and Mason County Fire Protection District No. 8.
3. **North Mason Regional Fire Authority (NMRFA):** A municipal corporation, an independent taxing authority within the meaning of Article VII, Section 1, of the Washington State Constitution, and a taxing district within the meaning of Article VII, Section 2, of the Washington State Constitution, whose boundaries are coextensive with two or more adjacent fire protection jurisdictions (Mason County Fire Protection District No. 2 and Mason County Fire Protection District No. 8) and that has been created by a vote of the people under Revised Code of Washington 52.26 to implement a Regional Fire Protection Service Authority Plan.
4. **Regional Fire Protection Service Authority Planning Committee:** An advisory committee created under Revised Code of Washington 52.26.030 to create and propose to fire protection jurisdictions a Regional Fire Service Authority Plan to design, finance, and develop a regional fire protection and emergency service jurisdiction.
5. **Regional Fire Protection Service Authority Plan:** A plan intended to develop and finance a Regional Fire Protection Service Authority jurisdiction, including, but not limited to, specific capital projects, fire operations and emergency service operations pursuant to Revised Code of Washington 52.26.040(3)(b), and the preservation and maintenance of existing or future facilities and services.

## *Section 2: Regional Fire Authority Assessment and Needs Statement*

An evaluation of current service levels and programs shows that the ability to respond to emergency situations by fire protection and emergency medical service jurisdictions has not progressed with the communities needs and special service demands, particularly in rural regions;

Providing a fire protection, emergency services, specialized rescue, and fire and life safety prevention service system requires a collaborative partnership and responsibility among the local and regional governments and the private sector;

There are financial and operational efficiencies to be gained by enhanced regional fire protection, emergency services, program implementation, specialized rescue, logistic and support services, administrative services, and fire and life safety prevention services delivery while retaining local control;

There is an increase in the ability to meet state, national and industry service delivery standards by enhanced regional fire protection, emergency services, program implementation, specialized rescue, logistic and support services, administrative services, and fire and life safety prevention services delivery while retaining local control;

Timely development, implementation and/or integration of significant programs and projects can best be achieved through enhanced collaborative options for regional fire protection, emergency services, specialized rescue, logistic and support services, administrative services and fire life safety prevention service, using combined resources to address critical fire protection projects and emergency services;

Mason County Fire District 2 and Mason County Fire District 8 have been cooperatively striving to provide the highest level of fire and emergency medical services possible to our citizens within the confines of available resources;

Cooperation between the two Districts has been developing and maturing over the last twenty years. Mason County Fire Protection Districts No 2 and 8 provide reciprocal manpower and equipment support during large scale emergencies.

Mason County Fire District 2 provides Mason Fire District 8 with paramedic service, and administrative/financial services through a series of inter-agency and aid agreements that provide the legal structure for each entity to work cooperatively together. This cooperative work significantly enhances emergency services for citizens in both Fire Protection Districts;

In 2012, Fire District Commissioners, community members and stakeholders convened and were presented with a proposal to create a Regional Fire Authority as a means to consolidate fire and emergency medical services resources. Shortly thereafter, the Board of Fire Commissioners from each Fire District formally passed resolutions forming a recognized Planning Committee.

The Board of Fire Commissioners from Mason County Fire Protection District 8 and Mason County Fire Protection District 2 will be asking our citizens to consider combining all functions and services provided by the two Districts into a single entity, called the North Mason Regional Fire Service Protection Authority.

### *Section 3: Formation Authority*

#### **Reference:**

1. The authority to form a Regional Fire Protection Authority including property within the jurisdictional boundaries of Mason County Fire Protection District No. 2 and Mason County Fire Protection District No. 8 is provided by Chapter 52.26 of the Revised Code of Washington State.
2. The North Mason Regional Fire Authority shall maintain all powers and authority provided by RCW 52.26 and all provisions of Title 52 of the Revised Code of Washington State, respecting Fire Districts.
3. The authority and power to engage in the North Mason Regional Fire Authority Planning Committee is provided by Washington State RCW 52.26.030. The Planning Committee will consist of six Fire Commissioners, (three from Mason County Fire Protection District No. 2 and three from Mason County Fire Protection District No. 8).
4. The goal of the North Mason Regional Fire Authority Planning Committee is to develop and adopt the North Mason Regional Fire Authority Plan as defined in Chapter 52.26.040 of the Revised Code of the State of Washington.
5. Appointment and participation in the North Mason Regional Fire Authority Steering Committee shall include the six Fire Commissioners and the Fire Chief and appointed staff from each District.
6. Upon successful development and approval of the North Mason Regional Fire Authority Plan by the North Mason Regional Fire Authority planning Committee, the North Mason Regional Fire Authority Plan shall be brought forth to the elected body of both Fire Districts for approval and adoption by resolution for placement of the North Mason Regional Fire Authority Plan on the ballot for

consideration by the voters residing in Mason County Fire Protection Districts 2 and 8.

7. The participating Fire Districts shall draft a joint ballot title, give notice as required by law for ballot measures, and perform other duties as required to put the plan before the voters of the respective participating Fire Districts for their approval or rejection as a single measure that both approves the North Mason Regional Fire Authority formation and the North Mason Regional Fire Authority Plan.

**Activity and Operation Transfer:**

1. Current activity and operation of all written agreements by and between Mason County Fire Protection District No. 2 and Mason County Fire Protection District No. 8 shall remain in force during the planning period of the North Mason Regional Fire Authority.
2. Should the North Mason Regional Fire Authority Plan be approved with a successful vote of the electorate of Mason County Fire Protection District No. 2 and Mason County Fire Protection District No. 8, the North Mason Regional Fire Authority will be formed on January 1, 2014.

**Assets and Documentation:**

1. No transfer of current assets, equipment, documents, contracts, agreements, or records of Mason County Fire Protection District No. 2 and Mason County Fire Protection District No. 8 shall occur during the planning period or prior to formation of the North Mason Regional Fire Authority.
2. The transfer of assets, equipment, documents, contracts, agreements, and records, of the North Mason Regional Fire Authority from the respective participating Fire Districts shall occur on January 1<sup>st</sup> 2014, and be in accordance with the Articles and Sections identified in this plan.
3. For the exclusive purposes of certifying/levying/collecting taxes and/or other Fire District revenue that is transferred to the North Mason Regional Fire Authority

and to provide representation to the newly formed North Mason Regional Fire Authority Governance Board, Mason County Fire Protection Districts No. 2 and 8 shall continue to exist as a Washington State municipal corporation/government entity until dissolved in accordance of Washington State Law.

4. It is the intent that the participating Fire Districts will completely cease independent operations on December 31<sup>st</sup> 2013 with the formation of the North Mason Regional Fire Authority.

**Plan Revision:**

The Section 3 Formation Authority Provision of the North Mason Regional Fire Authority Plan is subject to alteration only by a re-submission of a revised North Mason Regional Fire Authority Plan for public consideration and formal electorate approval.

#### ***Section 4: Jurisdictional Boundaries***

##### **Reference:**

The authority to define the jurisdiction of the North Mason Regional Fire Authority (NMRFA) is provided by Revised Code of Washington 52.26.020 (2).

The authority for expansion of the North Mason Regional Fire Authority, to include additional Participating Jurisdictions in the North Mason Regional Fire Authority, is provided by the following statutes contained in the Revised Code of Washington RCW, which are hereby adopted as providing power of authority to the North Mason Regional Fire Authority Plan:

1. Chapter RCW 52.06 (to merge fire districts into the North Mason Regional Fire Authority)
2. RCW 52.04.061, RCW 52.04.071 and any other related statutes (to annex cities and towns into the North Mason Regional Fire Authority)
3. Chapter RCW 52.06 (to merge one or more Regional Fire Protection Service Authorities into the North Mason Regional Fire Authority)
4. RCW 52.26.290 (annexation of territory to Participation Jurisdiction automatically annexes territory to the North Mason Regional Fire Authority)
5. RCW 52.26.300 (annexation of fire protection jurisdiction adjacent to the North Mason Regional Fire Authority)
6. Chapter 39.34 (to include in the North Mason Regional Fire Authority or its service area any port district or Indian Tribe, as fire protection jurisdictions, pursuant to RCW 52.26.020)

##### **Activity and Operation Transfer:**

The jurisdictional boundaries of the North Mason Regional Fire Authority shall be the current legal boundaries of each participating jurisdiction (Mason County Fire District 2 and Mason County Fire District 8), which boundaries are depicted in *Appendix B* of this plan, and shall be transferred upon approval by the collective electorate.

By majority vote of the Governance Board of the Regional Fire Authority, the Board may initiate any of the processes enumerated above, which may culminate in expansion

of the North Mason Regional Fire Authority, subject to the affirmative vote of the electorate and compliance with all applicable statutes. Expansion of the North Mason Regional Fire Authority Governance Board shall be done in accordance with Section 8 of this Plan, and need not be strictly in accordance with RCW 52.06.085.

**Plan Revision:**

The Section 4 Jurisdictional Boundaries section of this Plan may be revised by a majority vote of the North Mason Regional Fire Authority Governance Board or by operation of law.

## *Section 5: Funding*

### **Reference:**

The authority to provide funding and levy taxes for the North Mason Regional Fire Authority (NMRFA) is provided by RCW 52.26.050, RCW 52.26.140, RCW 52.26.150, RCW 52.26.160, RCW 52.26.170 and RCW 84.52 and RCW 84.55.

### **Activity and Operation Transfer:**

1. For fiscal year 2014 and thereafter Mason County Fire District 2 and Mason County Fire District 8 shall transfer all 2014 revenue, taxes and proceeds collected for the provision of emergency services to the NMRFA for the inaugural year of operation.
2. Funding for the NMRFA beginning in Fiscal Year 2015 and beyond shall be accomplished by an ad valorem fire levy tax not to exceed \$1.50 per \$1,000 of assessed value of all taxable property within the NMRFA boundaries to be levied in 2014 for collection in 2015.
3. Funding for the NMRFA beginning in Fiscal Year 2015 and lasting through the end of Fiscal Year 2020 shall be accomplished by an Emergency Medical Services (EMS) levy not to exceed \$0.50 per \$1,000 of assessed value of all taxable property with the boundaries of the NMRFA to be first levied in 2014 for collection in 2015. The NMRFA may seek renewal of its EMS levy following any future expiration of EMS levy term limitations.
4. After 2014, a Fire District with an unexpired Emergency Medical Services (EMS) levy will not collect such taxes for the remaining term of the levy.
5. To the extent permitted by law, the NMRFA shall contract with agencies and entities exempt from ad valorem taxes in accordance with RCW 52.30.020 and related statutes, provided that this shall not include contracts with, or the need to contract with or otherwise pursue funding from Mason County Fire District 2 and Mason County Fire District 8.

6. The NMRFA shall assume any and all obligations to any LEOFF I retirees, for which either Fire District is currently responsible.
7. The NMRFA shall retain the authority to levy taxes or assess charges under the following statutes: RCW 52.26.180 (Benefit Assessment Charges), 84.52.052 and/or 84.52.130 (Excess Levy), or RCW 85.55.050 (Lid Lift) only by submitting ballot measures to the NMRFA voters at subsequent elections.

**Asset Transfer:**

1. All assets of Mason County Fire District 2 and Mason County Fire District 8 shall be transferred to the NMRFA on the date of formation of the Authority unless otherwise specifically set forth in this Plan.
2. All funds and account balances for Mason County Fire District 2 and Mason County Fire District 8 held as of December 31<sup>st</sup>, 2013 shall be transferred to the NMRFA for its operating, EMS and reserve budgets for fiscal year 2014.

**Plan Revisions:**

Subject to any statutory requirements for voter approval, of the funding sources identified in Paragraph 7, the funding provisions of this plan may be revised by a majority vote of the Governing Board.

## *Section 6: Governance and Representation*

### **Reference:**

The authority to provide governance and representation for the Fire Authority is provided by RCW 52.26.080 and 52.26.090.

Cause of vacancy RCW 52.14.050

### **Governing Board Structure and Operation**

1. As provided by RCW 52.26.080, the Governing Board shall be established and have authority as of January 1<sup>st</sup>, 2014.
2. The Governance Board shall have all the power and authority granted such Governing Boards under the laws of the State of Washington, including but not limited to RCW 52.26.090 and all other powers granted to Fire Protection Districts in Title 52 RCW.
3. As provided by RCW 52.26.080, for the first 16 months of the NMRFA's existence the Governing Board shall initially be made up of eight Regional Fire Authority Commissioner positions formed pursuant to RCW 52.26.080(3). The initial eight positions shall be filled on January 1, 2014 by the three (3) seated members of the Mason County Fire Protection District 8 Board of Fire Commissioners and the five (5) seated members of the Mason County Fire District 2 Board of Fire Commissioners.
4. The number of Governing Board Commissioner positions shall be reduced from the eight (8) initial positions to five (5) permanent positions effective January 1, 2016 or sooner as outlined in Section 5.
5. The reduction from eight to five positions shall occur as follows:
  - 5.1. If a Regional Fire Authority Commissioner Position becomes vacant that Commissioner Position shall be eliminated. The vacancy of a Governing Board Commissioner position will be defined by RCW 52.14.050.

- 5.2. All Governing Board Commissioner position eliminations that occur through the vacancy process identified in item 5 of this section will continue until the Board reaches a size of five (5) Commissioner positions at which time the remaining five Governing Board Commissioners shall be assigned to specific Commissioner positions as set forth in Section 5.4.1 through 5.4.5 and 5.4.9. Thereafter vacancies shall be filled in the manner provided by RCW 52.14.050.
- 5.3. In the event the regional fire commissioner positions are not reduced to five by vacancies, at any time between NMRFA formation and May 1<sup>st</sup> 2015 the NMRA Governing Board may agree to create and implement a mechanism in which on May 1<sup>st</sup> 2015 the Governing Board Commission positions are reduced to five positions. Agreement among the Board for purposes of this provision is defined as a majority vote of the Governing Board members present at a regular or special meeting of the Board.
- 5.4. In the event that the Governing Board exceeds five (5) Commissioner positions on May 1<sup>st</sup> 2015, and the Governing Board has not previously agreed to a mechanism to reduce Governing Board Commission positions to five (5) as identified in item 5.3 of this section, then the following Governing Board Commissioner position reduction mechanism will be implemented effective May 1, 2015:
- 5.4.1. Commissioner Position 1 will be filled with the most recently elected Mason County Fire District 2 or Mason County Fire District 8 commissioner and the term of this position shall continue until December 31, 2019 and shall thereafter be a six year term.
- 5.4.2. Commissioner Position 2 will be filled with the second most recently elected Mason County Fire District 2 or Mason County Fire District 8 commissioner and the term of this position shall continue until December 31, 2017 and shall thereafter be a six year term.
- 5.4.3. Commissioner Position 3 will be filled with the third most recently elected Mason County Fire District 2 or Mason County Fire District 8 commissioner and the term of this position shall continue until December 31, 2017 and shall thereafter be a six year term.

- 5.4.4. Commissioner Position 4 will be filled with the fourth most recently elected Mason County Fire District 2 or Mason County Fire District 8 commissioner and the term of this position shall continue until December 31, 2015 and shall thereafter be a six year term.
- 5.4.5. Commissioner Position 5 will be filled with the fifth most recently elected Mason County Fire District 2 or Mason County Fire District 8 commissioner and the term of this position shall continue until December 31, 2015 and shall thereafter be a six year term.
- 5.4.6. Commissioner Position 6, if it exists on May 1, 2015 will be filled with the sixth most recently elected Mason County Fire District 2 or Mason County Fire District 8 commissioner and the term of this position shall continue until December 31, 2015. This Position shall cease to exist effective January 1, 2016.
- 5.4.7. Commissioner Position 7, if it exists on May 1, 2015 will be filled with the seventh most recently elected Mason County Fire District 2 or Mason County Fire District 8 commissioner and the term of this position shall continue until December 31, 2015. This Position shall cease to exist effective January 1, 2016.
- 5.4.8. Commissioner Position 8, if it exists on May 1, 2015 will be filled with the eighth most recently elected Mason County Fire District 2 or Mason County Fire District 8 commissioner and the term of this position shall continue until December 31, 2015. This Position shall cease to exist effective January 1, 2016.
- 5.4.9. In the event that two or more commissioners have identical Fire District Commissioner terms left that may affect this position selection process then the Commissioner with the longest continuous length of Commissioner service with his or her Fire District will be seated in the lower numbered Commissioner position.
6. Governing Board members 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.

7. The NMRFA Governing Board shall adopt governance policies and rules for conducting business for the NMRFA upon formation after January 1<sup>st</sup> 2014 and in accordance with RCW 52.26.080.

**Plan Revisions:**

The governance section of this plan may be revised by a majority vote of the Governing Board.

### *Section 7: Operations and External Delivery Services*

#### **Reference:**

The authority for the North Mason North Mason Regional Fire Authority (NMRFA) to establish and provide Operations and External Delivery Services components of the NMRFA plan is provided in RCW 52.26.040.

#### **Activity and Operation Transfer:**

1. All current aspects, provisions and levels of service of Mason County Fire Districts 2 and 8's Operations and External Delivery Services shall be transferred over to the NMRFA on the day of formation.
2. All current automatic aid and mutual aid agreements, and any other contractual service agreements, documents, or memorandums currently in place with Mason County Fire Districts 2 and 8, shall be transferred over to the NMRFA on January 1, 2014, to provide continuous, seamless readiness, and emergency services coverage.
3. As a part of the NMRFA Plan, the NMRFA shall adopt new Standards of Coverage Response Objectives and a NMRFA Emergency Services Deployment Plan within one year of NMRFA formation. These Plans will be based upon the new jurisdictional boundaries as indicated in *Appendix B* of this plan.

#### **Plan Revisions:**

The Operations and External Delivery Services portion of the NMRFA Plan may be revised by a majority vote of the current sitting NMRFA Governing Board.

### *Section 8: Fire District Dissolution*

#### **Reference:**

Fire District Dissolution RCW 52.10 and RCW 52.26.120

#### **Activity and Operation Transfer:**

1. Mason County Fire Protection Districts No. 2 and 8 shall continue to exist as a Washington State municipal corporation/government entity until dissolved in accordance of Washington State Law.
2. It is the intent that the participating Fire Districts will completely cease independent operations on January 1<sup>st</sup> 2014 with the formation of the North Mason Regional Fire Authority, whether by dissolution or by other means.
3. In the absence of legislation to the contrary, the North Mason Regional Fire Authority shall have the authority to call and fund an election to dissolve the participating Fire Districts as of January 1<sup>st</sup> 2014 or later.

#### **Plan Revisions:**

The administrative, management and personnel portion of the North Mason Regional Fire Authority plan may be revised by a majority vote of the current North Mason Regional Fire Authority Governing Board.

### *Section 9: Administrative, Management and Personnel Components*

#### **Reference:**

The authority for the NMRFA to establish and provide administrative, management, and personnel components as provided in RCW 52.26.040

#### **Activity and Operation Transfer:**

The NMRFA shall be organized as provided in Appendix A of this NMRFA plan.

The existing staff of the participating agencies shall transfer to the NMRFA to fulfill assigned duties as outlined in the organizational model (*Appendix A*). All employees and members of Mason County Fire Districts 2 and 8 shall transfer to the NMRFA on the day of formation at their current rank, grade and seniority unless otherwise noted in the organizational model.

Employee and employer relationships, legal rights, and authorities shall be maintained by Mason County Fire Districts 2 and 8 until formation of the NMRFA

All current employee agreements, collective bargaining agreements, personnel service contracts, and any other contracts or agreements pertaining to work, duties, services, or employment with Mason County Fire District 2 or Mason County Fire District 8 shall be transferred with all personnel on the day of NMRFA formation.

Unless otherwise noted in the NMRFA Plan, the transfer of authority and the administration and management of the NMRFA shall be seamless and shall follow the organizational chart identified in *Appendix A*.

The Administrative Staff of the NMRFA shall be the current members of Mason County Fire Districts 2 and 8. All current administrative and business functions, agreements, documents, operations, and policies and procedures from Mason County Fire Districts 2 and 8 shall transfer to the NMRFA upon formation unless otherwise stated in this plan. If current policies, procedures and guidelines from Mason County Fire Districts 2 and 8 are conflicting, upon formation of the NMRFA, the policies, procedures and guidelines in conflict shall be revised and adopted by the NMRFA Governing Board.

The NMRFA shall obtain liability and property insurance.

The NMRFA shall conduct planning and develop an organizational strategic plan, to include level of service provided, standards of coverage, deployment standards, and customer expectations.

The NMRFA shall conduct a process to develop a Mission, Vision and Values statement during its first year of operation.

Upon formation the NMRFA shall administer and conduct all hiring, promotional and employment related matters.

The current Participating Jurisdictions Volunteer Firefighter Associations have the option of maintaining their current identity/autonomy as it relates to their association functions identified in their respective bylaws.

**Plan Revision:**

The administrative, management and personnel portion of the North Mason Regional Fire Authority plan may be revised by a majority vote of the current North Mason Regional Fire Authority Governing Board.

## *Section 10: Equipment and Facilities*

### **Reference:**

The authority for the North Mason Regional Fire Authority to establish activities and operations for equipment and facilities is provided in RCW 52.26.040.

### **Activity and Operation Transfer:**

The North Mason Regional Fire Authority shall maintain all facilities, equipment and vehicles in a condition that meets or exceeds conditions at time of Fire District transfer of assets to the North Mason Regional Fire Authority.

The North Mason Regional Fire Authority will maintain the location of equipment and vehicles at their present location at time of Authority formation.

The North Mason Regional Fire Authority shall create and maintain a Board approved equipment replacement schedule for all Fire Authority vehicles and equipment in excess of \$5,000 in value and whose use will exceed one year.

The North Mason Regional Fire Authority shall draft and maintain a Board approved facility and maintenance plan.

The North Mason Regional Fire Authority will allow for the public use of RFA facilities, consistent with the facility policies and practices used by the participating Fire Districts prior to RFA formation, and consistent with the provisions of Washington State and local laws.

The North Mason Regional Fire Authority will continue and support community events and activities previously supported by the participating Fire Districts.

### **Plan Revision:**

In the event of emergency the Equipment and Facilities portion of the North Mason Regional Fire Authority Plan may be revised by a majority vote of the current sitting North Mason Regional Fire Authority Governing Board.

## *Section 11: Support and Logistics Services*

### **Reference:**

The authority of the North Mason Regional Fire Authority to establish and provide a support services components of the North Mason Regional Fire Authority is provided in Revised Code of Washington 52.26.040.

### **Activity and Operation Transfer:**

The current Mason County Fire District 2 and Mason County Fire District 8 staff assigned to administration, operations and support services shall be transferred to fulfill those duties and services for the North Mason Regional Fire Authority.

Unless otherwise noted in this North Mason Regional Fire Authority Plan, the transfer of authority and the administration, operations and support services of the North Mason Regional Fire Authority shall be seamless.

Prior to formation of the North Mason Regional Fire Authority, Mason County Fire District 2 and Mason County Fire District 8 shall continue to pursue common policies, procedures and guidelines; training programs; volunteer recruit program(s); common computer IT and database support to ensure a seamless link for coordinated data entry and support.

Upon formation of the North Mason Regional Fire Authority, facility maintenance and logistical services shall be provided by the North Mason Regional Fire Authority in order to provide seamless repair, maintenance, and readiness of operations of all the North Mason Regional Fire Authority facilities.

All fleet vehicle maintenance shall be coordinated by the North Mason Regional Fire Authority. Facility, equipment and vehicle repairs and/or maintenance may be performed by North Mason Regional Fire Authority personnel or other vendors at the discretion of the Fire Chief or designee. The North Mason Regional Fire Authority shall negotiate a revised contract(s) with the vendors to assure that the entire North Mason

Regional Fire Authority fleet is maintained and serviced appropriately and in a cost efficient manner.

**Plan Revision:**

The support services portion of the North Mason Regional Fire Authority Plan may be revised by a majority vote of the North Mason Regional Fire Authority Governance Board.

## *Section 12: Prevention and Public Education Services*

### **Reference:**

The authority of the North Mason Regional Fire Authority to establish and provide fire code management, prevention, and public education components of the North Mason Regional Fire Authority is provided in Revised Code of Washington (RCW) 52.26.040.

### **Activity and Operation Transfer:**

1. The North Mason Regional Fire Authority code management, prevention and education section shall be organized as provided in Appendix A-Organizational Structure of the North Mason Regional Fire Authority Plan.
2. The current Mason County Fire District 2 and Mason County Fire District 8 fire code management, fire prevention, public education, and support services shall be transferred to the North Mason Regional Fire Authority to fulfill the duties outlined in the Appendix A- Organization Structure.
3. Unless otherwise noted in the North Mason Regional Fire Authority Plan, the transfer of authority for fire code management prevention, public education and support services of the North Mason Regional Fire Authority shall be seamless and shall initially model the current Fire Prevention and Education services provided by Mason County Fire District 2 and Mason County Fire District 8.
4. The North Mason Regional Fire Authority will work with Mason County and the Mason County Fire Chief's Association for fire investigation activities within the North Mason Regional Fire Authority. The North Mason Regional Fire Authority will have the authority to contract with Mason County and the Mason County Fire Chief's Association to provide fire investigation services within the North Mason Regional Fire Authority and Mason County. The North Mason Regional Fire Authority will work closely with the Mason County Sheriff's Office in processing any fire related criminal case including preservation of evidence, chain of custody, suspects and persons of interest for all cases arising from origin

and cause investigations within the jurisdictional boundaries of the North Mason Regional Fire Authority.

5. The North Mason Regional Fire Authority will have the authority to enter into an agreement with Mason County for fire code inspection, enforcement and authority in accordance with Washington State law for the respective jurisdiction. The North Mason Regional Fire Authority will provide all pre-fire inspection and fire prevention services.

**Plan Revision:**

The fire code management, prevention and public education portion of the North Mason Regional Fire Authority may be revised by a majority vote of the North Mason Regional Fire Authority Governance Board.

### *Section 13: Service Level Enhancement Goals*

#### **Reference:**

The authority of the North Mason Regional Fire Authority (NMRFA) to establish service level enhancement goals is established by RCW 52.26.090.

#### **Activity and Operation Transfer:**

It shall be the intent of North Mason Regional Fire Authority to implement emergency service level enhancements that will benefit the entire region served. After formation of the NMRFA the Governing Board will work to implement the following emergency service level enhancement goals:

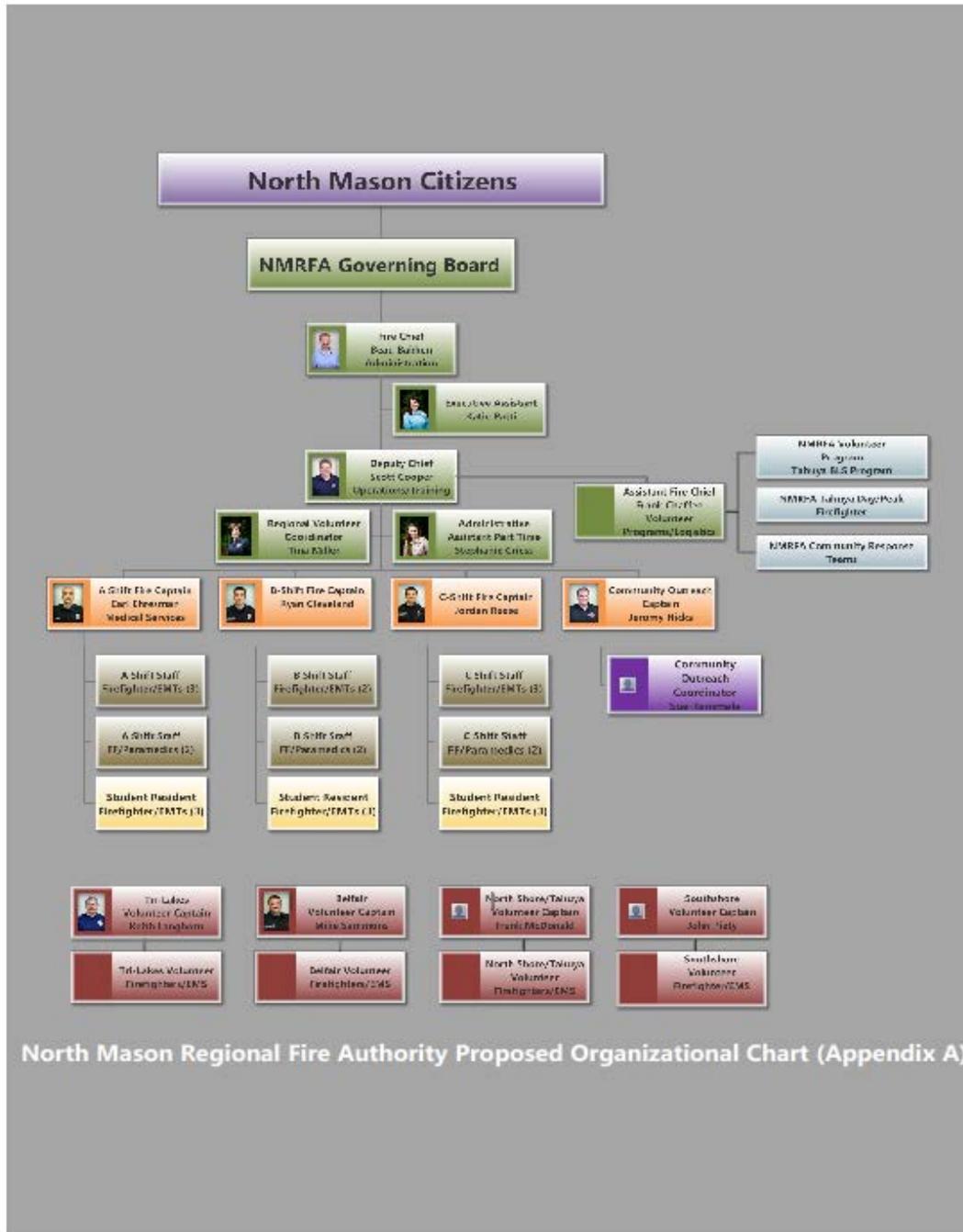
1. Expand Fire Station 81 (Tahuya) staffing levels through the hiring and use of a career Firefighter/EMT during day time and peak emergency service demand periods. The Firefighter/EMT will be assigned an ancillary job assignment in addition to emergency response.
2. Provide Staffing at Station 81 with the use of an Assistant Fire Chief.
3. Increase Firefighter/Paramedic coverage at Fire Station 27 (Collins Lake) by 30% over 2013 levels.
4. Expand the Firefighter/EMT student resident volunteer program so that additional training opportunities will be available at Fire Stations 81 (Tahuya) and 27 (Collins Lake).
5. Expand the level of training and certification throughout the region, (EMT, ILS, FF1, FF2, Incident Command)
6. Implement a dedicated and stipend based fire and ems volunteer response system with the Tahuya Peninsula Community.

**Plan Revision:**

The service level enhancement goals portion of the North Mason Regional Fire Authority may be revised by a majority vote of the North Mason Regional Fire Authority Governance Board.

Appendix A:

ORGANIZATIONAL CHART



*Appendix B:****LEGAL DESCRIPTION FOR PROPOSED NORTH MASON REGIONAL FIRE AUTHORITY.***

Beginning at the northeast corner of Section 4, Township 23 North, Range 1 W.W.M.; thence westerly  $\frac{3}{4}$  mile along the common boundary between Mason County and Kitsap County, thence north 1 mile along a north-south line dividing the west quarter of Section 33, Township 24 N, Range 1 W.W.M, thence west  $\frac{1}{4}$  mile to the northeast corner of Section 32, Township 24 N, Range 1 W.W.M., thence north  $\frac{1}{2}$  mile along the east boundary of Section 29, Township 24 N, Range 1 W.W.M., thence west 2 miles to the west boundary dividing the south half of Section 30, Township 24 N, Range 1 W.W.M., thence south  $1\frac{1}{2}$  miles to the southwest corner of Section 31, Township 24 N, Range 1 W.W.M., thence west along the common boundary between Mason County and Kitsap County to a point in the center of Hood Canal; thence southwesterly, thence easterly, thence northeasterly along the center of Hood Canal, to a point of intersection with the west line of Section 19, Township 22 N, Range 2 W.W.M.; thence southerly to the northwest corner of Section 30, Township 22 N, Range 2 W.W.M.; thence southerly, along the west line of said Section 30, to the southwest corner thereof; thence easterly, along the south line of said Section 30, to the southeast corner thereof; thence northerly, along the east line of said Section 30, to the northeast corner thereof; thence easterly, along the north line of Sections 25, 26, 27, 28 and 29 said Township and Range, including the northeast one quarter ( $\frac{1}{4}$ ) of Section 28 Township 22 N. Range 2 W.W.M., including Mason County Parcel No. 22223-51-02005, to the northeast corner of said Section 25; thence northerly, along the east line of Sections 24 and 13, said Township and Range, to the northeast corner of said Section 13; thence easterly, along the south line of Section 7, Township 22 North, Range 1 W.W.M., to the southeast corner thereof; thence northerly along the east line of said Section 7, to the northeast corner thereof; thence easterly along the south line of Section 5, said Township and Range, to the southeast corner thereof; thence northerly, along the east line of said Section 5, to the northeast corner thereof; thence northerly, along the west line of Section 33, Township 23 North, Range 1 W.W.M., to the northwest corner thereof; thence easterly, along the north line of said Section 33, to the common boundary between Mason County and Kitsap County; thence northerly, along said common boundary to the northeast corner of Section 4, said Township and Range and the point of beginning.