

RESOLUTION NO. 594

A RESOLUTION OF THE CITY OF BRIER, WASHINGTON APPROVING ANNEXATION OF THE CITY INTO THE SOUTH SNOHOMISH COUNTY REGIONAL FIRE PROTECTION AUTHORITY AND APPROVING THE AMENDMENTS TO THE SOUTH SNOHOMISH COUNTY REGIONAL FIRE AUTHORITY PLAN

WHEREAS, the City of Brier was incorporated in 1965; and

WHEREAS, since 2005, the City received fire and emergency management services from the South Snohomish County Fire & Rescue Regional Fire Authority ("SCF"); and

WHEREAS, on December 13, 2022, SCF provided the City with a notice of termination of its contract for fire and EMS services; and

WHEREAS the City did their due diligence and reached out to multiple surrounding agencies to discuss potentially providing Fire & EMS service to the City, and carefully evaluated the costs and discussed with SCF the need for annexation and/or service contracts; and

WHEREAS, in February, March, May, June, August, September, November 2022, the City Council held multiple study sessions regarding future fire and EMS service and concluded that it was in the City's long term best interest to receive future fire and EMS service through annexation into SCF; and

WHEREAS, on January 10, 2023, the City Council adopted Resolution 592, requesting annexation into the SCF, subject to the provisions of RCW 52.26.300(3) and voter approval; and

WHEREAS, on January 10, 2023, the Governing Board of SCF adopted amendments to its RFA Plan to contain provisions authorizing annexation of the City into the RFA and for the provision of fire, EMS and other services to the City, subject to voter approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIER, WASHINGTON, THAT:

Section 1. Pursuant to RCW 52.26.300(3), the Amended RFA Plan containing the provisions for annexation of the City of Brier into the SCF and attached as Exhibit 1 to this Resolution is approved.

Section 2. Pursuant to RCW 52.26.300(3), the City Council approves annexation into the SCF.

Adopted and approved this ^{27th} day of January 2023 by a vote of 7 for, 0 abstaining.

APPROVED:


DALE KAEMINGK, MAYOR

ATTEST/AUTHENTICATED:



PAULA SWISHER, CITY CLERK-TREASURER

DRAFTED:	01/19/2023
INTRODUCED:	01/24/2023
PASSED:	01/24/2023
POSTED:	01/27/2023

RESOLUTION NO. 01102023-01

**AMENDMENT OF SOUTH SNOHOMISH COUNTY FIRE & RESCUE
REGIONAL FIRE AUTHORITY (SCF) PLAN**

WHEREAS, SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY ("SCF") was formed on October 1, 2017, pursuant to a voter approved plan (hereinafter the "SCF Plan"), with the original participating jurisdictions consisting of the City of Lynnwood and Snohomish County Fire District No. 1;

WHEREAS, the purpose of creating SCF was to regionalize fire and emergency medical services in order to provide an enhanced level of service while reducing redundancies;

WHEREAS, the City of Mill Creek (COMC) annexed into SCF on August 1, 2022;

WHEREAS, the City of Brier is within reasonable proximity to SCF and has, pursuant to RCW 52.26.300, requested to annex into SCF effective August 1, 2023;

WHEREAS, the Governing Board of SCF believes regionalization is in the best interest of the citizens of SCF and the City of Brier;

WHEREAS, SCF is willing to amend the Plan to provide for the annexation of the City of Brier, subject to approval by the voters of the City of Brier;

WHEREAS, the City of Brier and SCF have negotiated revisions to the Plan to provide for the City of Brier to annex into SCF; and

WHEREAS, the City of Brier intends to seek voter approval of the annexation and the amended RFA Plan at the April, 2023, special election.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of South Snohomish County Fire & Rescue Regional Fire Authority as follows:

Section 1. Pursuant to RCW 52.26.300(3), the Governing Board for SCF hereby approves the amended RFA Plan attached hereto as **Exhibit A**. Such Plan would take effect on August 1, 2023, the effective date of the City of Brier's annexation, provided that the voters of the City of Brier approve such ballot measure. If the voters of Brier do not approve the Plan and the annexation of the City of Brier into SCF, this amended RFA Plan shall be void and of no effect.

Section 2. EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and signatures hereon.

ADOPTED by the Board of Fire Commissioners of South Snohomish County Fire & Rescue Regional Fire Authority, at a regular open public meeting thereof this 10th day of January 2023, of which notice was given in the manner provided by law, the following Commissioners being present and voting:

Derek Daniels

Derek Daniels (Jan 11, 2023 10:29 PST)

By: Derek Daniels
Its: Commissioner, Chair

By: Micah Rowland
Its: Commissioner, Vice Chair

Q. Teofilak

Chris Teofilak (Jan 11, 2023 11:01 PST)

By: Chris Teofilak
Its: Commissioner

David Chan

David Chan (Jan 11, 2023 10:57 PST)

By: David Chan
Its: Commissioner

Jim Kenny

Jim Kenny (Jan 11, 2023 10:50 PST)

By: Jim Kenny
Its: Commissioner

Mark Laurence

Mark Laurence (Jan 11, 2023 09:02 PST)

By: Mark Laurence
Its: Commissioner

Michael Fearnough

Michael Fearnough (Jan 11, 2023 12:57 PST)

By: Michael Fearnough
Its: Commissioner

ATTEST:

Melissa Blankenship

By: Melissa Blankenship
Its: Executive Assistant

CERTIFICATION

I, the undersigned, Executive Assistant of South Snohomish County Fire & Rescue Regional Fire Authority ("SCF"), hereby certify as follows:

1. The attached copy of Resolution No. 01102023-01 (the "Resolution") is a full, true, and correct copy of the Resolution duly adopted at a regularly scheduled meeting of the Governing Board of South Snohomish County Fire & Rescue Regional Fire Authority held on January 10, 2023, as the Resolution appears on the minute books of SCF and the Resolution is now in full force and effect.
2. A quorum of the members of the Board was present throughout the meeting and a majority of those members on the Board present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of January, 2023.



Melissa Blankenship, Executive Assistant

EXHIBIT A

[AMENDED RFA PLAN]



**Amended and Restated Plan for
South Snohomish County Fire & Rescue
Regional Fire Authority**

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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
Thad Hovis

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 (prior to its dissolution) 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. In 2017, the citizens of the City of Lynnwood and Fire District No. 1 approved 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 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.
7. Effective August 1, 2022, the City of Mill Creek annexed into the Regional Fire Authority.
8. It is anticipated that on April 25, 2023, the City of Brier will submit a ballot measure to its citizens seeking approval to annex into the Regional Fire Authority (the "Brier Annexation Ballot Measure") as detailed in this Amended and Restated Plan.

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 a city which is a Participating Jurisdiction in the RFA.
 - 1.3. **"District"** means Snohomish County Fire District No. 1.
 - 1.4. **"Effective Date"** means October 1, 2017.
 - 1.5. **"EMS Levy"** is a voter approved property tax levy that must be approved by a supermajority vote.
 - 1.6. **"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, both of whom were the original Participating Jurisdictions in the RFA, and the City of Mill Creek. Additionally, the City of Brier will become a Participating Jurisdiction effective August 1, 2023, if the Brier Annexation Ballot Measure is approved at the April 25, 2023, election.
 - 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 (i) the City of Lynnwood, (ii) the former Snohomish County Fire District No. 1 (now dissolved), (iii) the City of Mill Creek and (iv) the City of Brier if the Brier Ballot Measure is approved

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>	
<i>Notes</i>	This section provides historical details on the formation of the RFA. Accordingly, the term "Participating Jurisdictions" in this Section 3 only refer to the original participating jurisdictions, namely Snohomish County Fire District No. 1 and the City of Lynnwood.

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
<i>Revision</i>	The JURISDICTIONAL BOUNDARIES section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
<i>Adopted</i>	
<i>Revised</i>	

A. JURISDICTIONAL BOUNDARIES

1. 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. The RFA is also responsible for providing services to the following jurisdictions via the referenced interlocal agreements which have been assigned to the RFA by the following Participating Jurisdictions:

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;
- c) City of Brier pursuant to an Interlocal Agreement for Fire and Emergency Medical Services dated January 13, 2005; and
- d) City of Mukilteo pursuant to an Interlocal Agreement for Ladder and Battalion Chief response services dated November 1, 2016.

2.2. City of Lynnwood Interlocal Agreements:

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

B. CHANGES IN JURISDICTIONAL BOUNDARIES

1. Boundary changes that do not require an RFA Plan amendment:
 - 1.1. City annexations of areas included within the jurisdictional 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 previously included within the jurisdictional boundaries of the RFA. On the effective date of such annexation, the territory annexed shall automatically be included within the boundaries of the RFA pursuant to RCW 52.26.290. The territory added to the RFA by such annexation shall be subject to the taxation, charges, and bonded indebtedness (if approved as part of the annexation process) of the RFA. Any transfer of assets or employees that occurs because of annexation shall be between the transferring entity and the RFA.
 - 1.3. Annexation of unincorporated areas of the RFA 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.
 - 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 Fire Protection Jurisdictions within Reasonable Proximity to the RFA. Other fire protection jurisdictions that are within reasonable proximity to 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 such annexed 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
<i>Revision</i>	The GOVERNANCE section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
<i>Adopted</i>	
<i>Revised</i>	

A. GOVERNING BOARD STRUCTURE AND OPERATION

1. **Governing Board.** As provided by RCW 52. 26.080, the RFA Governing Board is established consistent with the terms of this Section and shall have authority as of the Effective Date.

2. **Governing Board Positions and Terms.** The Governing Board consists of five commissioner districts initially created pursuant to Resolution No. 12812018027 and two at-large positions. Only a registered voter residing within a commissioner district may be a candidate for, or serve as, a commissioner of the commissioner district. Commissioner districts are subject to redistricting as provided in RCW 29A.76. An at-large position may be held by a registered voter residing anywhere within the boundaries of the RFA. The positions and terms are as follows:
 - a. **Position 1:** Commissioner District 1. The current term expires on December 31, 2025.
 - b. **Position 2:** Commissioner District 2. The current term expires on December 31, 2023.
 - c. **Position 3:** Commissioner District 3. The current term expires on December 31, 2025.
 - d. **Position 4:** Commissioner District 4. The current term expires on December 31, 2023.
 - e. **Position 5:** Commissioner District 5. The current term expires on December 31, 2025.
 - f. **Position 6.** At-large position. The current term expires on December 31, 2027.
 - g. **Position 7.** At-large position. The current term expires on December 31, 2027.
 - 2.1. All commissioner terms are six (6)-year terms.

 - 2.2. 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's boundaries.

 - 2.3. 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. RFA REVENUES

1. **Tax Levies.** The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050(1)(b) ("Fire Levy") up to a maximum of \$1.50 per thousand of assessed valuation.
2. **Benefit Charge.** In 2020, voters in the RFA approved a benefit charge pursuant to RCW 52.25.220. The Benefit Charge is effective for calendar years 2021 – 2026. The Governing Board may seek voter approval to renew the Benefit Charge. Whenever a Benefit Charge is imposed, the RFA's maximum Fire Levy will be \$1.00 per thousand of assessed valuation in accordance with RCW 52.26.240.
3. **EMS Levy.** The RFA is authorized to levy and collect up to \$0.50 per thousand of assessed valuation for its EMS levy as authorized by RCW 84.52.069.
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.

B. ASSETS

1. **Real Property.** Appendix B identifies the Real Property owned by the RFA.
2. **Apparatus and Vehicles.** Appendix C identifies all apparatus and vehicles owned by the RFA.
3. **Historical Transfers of Property and Liabilities to RFA.** The original RFA Plan details transfers of property and liabilities which were transferred by the City of Lynnwood and Snohomish County Fire District No. 1 to the RFA upon its formation. Those provisions have been removed from this Amended and Restated Plan solely for clarity and conciseness of this Section. Those provisions are incorporated herein by reference.

C. LIABILITIES

1. The following City of Lynnwood Debt/Liabilities are retained by the City of Lynnwood:
 - 1.1. The balance of the City of Lynnwood's 20-year debt obligation to SERS associated with construction of the regional 800 MHz system.
 - 1.2. The City of Lynnwood retains its Fireman's Pension Fund created under Chapter 41.18 RCW and will make required pension payments to eligible participants.

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	ORGANIZATION 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 current Organization Chart for the RFA is set forth in Appendix D of the RFA Plan. 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.** The Fire Chief shall at all times be appointed and serve at the pleasure of the Governance Board.
2. **Personnel.** See Organization Chart, Appendix D.

C. ADMINISTRATION

1. **Administration.** On the Effective Date, the City of Lynnwood’s administrative and business functions, agreements, documents, operations, and policies and procedures related to its fire department were transferred from the City of Lynnwood Fire Department to the RFA except as otherwise noted in this Plan.
2. **City of Lynnwood 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 of Lynnwood retirees in accordance with the City of Lynnwood LEOFF 1 Policies and Procedures.

RFA SECTION 7 PLAN REVISION DISPOSITION:

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
<i>Revision</i>	The OPERATIONS AND SERVICES 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. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

1. The RFA is the primary service provider for fire protection, fire suppression and emergency medical services (including ambulance transports) throughout the RFA's jurisdictional boundaries.
2. The Governing Board shall determine services, standards of coverage, and levels of service as it deems appropriate.
3. All automatic aid and mutual aid agreements, all interlocal agreements and contractual services agreements, documents, or memorandums in place with the City of Lynnwood Fire Department and the District were transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage. Notwithstanding the foregoing, the City of Lynnwood's interlocal agreements with SERS and SNOCOM were 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 of Lynnwood's fire-related equity interests under both these agreements.

B. FIRE MARSHAL/INSPECTION SERVICES

1. Fire Marshal Service Providers:
 - 1.1. Fire Marshal Services within the boundaries of the RFA are provided as follows:
 - a. Within the Cities of Lynnwood, Mill Creek and Brier: The RFA provides Fire Marshal Services to the Cities pursuant to interlocal agreements which compensates the RFA for agreed upon services.
 - b. Within unincorporated Snohomish County: Snohomish County provides 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. Emergency Management Services are provided as follows:

- a. Within the City of Lynnwood, Mill Creek, and Brier: Snohomish County DEM provides Emergency Management Services within the City of Lynnwood, Mill Creek, and Brier boundaries pursuant to the City contracts with DEM.
- b. Within unincorporated Snohomish County: Snohomish County Department of Emergency Management provides Emergency Management Services.

D. PUBLIC EDUCATION SERVICES

- 1. The RFA provides Public Education Services throughout the jurisdictional boundaries 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.

SECTION 9	ANNEXATION OF CITY OF MILL CREEK
<i>Revision</i>	The ANNEXATION OF MILL CREEK section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governing Board.
<i>Adopted</i>	
<i>Revised</i>	

A. ANNEXATION

1. The City of Mill Creek annexed into the RFA on August 1, 2022 (the “Mill Creek Annexation Date”).

C. PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES

1. The RFA currently provides fire and emergency medical services to the City of Mill Creek, including ambulance transports.
2. The RFA has initially adopted the City of Mill Creek’s Standards of Coverage Document for the City of Mill Creek’s jurisdictional boundary area.

D. FIRE MARSHALL / INSPECTION SERVICES

The RFA provides Fire Marshal Services to the City of Mill Creek pursuant to an interlocal agreement which compensates the RFA for agreed upon services. The City of Mill Creek shall retain the authority to set fees to its citizens for the Fire Marshall Services and retain the revenues.

E. TRANSITION OF PROPERTY AND ASSETS

The City of Mill Creek transferred to the RFA the following property, assets, and records on an “as is, where is” condition:

- **Station 76.** The real property commonly known as 1020 153rd St. SE, Mill Creek, WA 98012 (“Station 76”) along with all its fixtures, furnishings and equipment. The City will have a right of reversion to re-acquire the property in the event that it is no longer used as a fire station, the terms of which are described in a pre-annexation agreement and which shall control.
- **Equipment, Etc.** All City of Mill Creek owned equipment associated with the provision of fire and emergency medical services as identified in the pre-annexation agreement.
- **Records and Materials.** All reports, documents, surveys, books, records, files, papers, and electronic or written material that are owned by or in the possession of

the City of Mill Creek and which relate to the provision of fire and emergency medical services within the City of Mill Creek. It is understood that Mill Creek has not been the primary custodian of records related to the provision of fire and emergency medical services within the City of Mill Creek but will make reasonable efforts to secure such records.

F. FINANCES

- 1. Transport Fees.** The RFA is entitled to bill and collect for Transport Fees for transports originating within the City of Mill Creek.
- 2. Liabilities.** Commencing on the Mill Creek Annexation Date, the RFA assumed the periodic fire related payment obligations of the City of Mill Creek interlocal agreement with Sno911. Otherwise, the RFA did not assume any liabilities of the City of Mill Creek.

H. PARTICIPATION ON GOVERNING BOARD. See Section 5, subsection 2.5 of this Plan.

RFA SECTION 9 PLAN REVISION DISPOSITION:

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

SECTION 10	ANNEXATION OF CITY OF BRIER
<i>Revision</i>	The ANNEXATION OF BRIER section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governing Board.
<i>Adopted</i>	
<i>Revised</i>	

A. ANNEXATION AUTHORITY

Chapter 52.26.300 RCW provides statutory authority for the annexation of additional participating jurisdictions into a regional fire authority.

B. REVISED RFA PLAN APPROVAL

1. On September 27, 2022, the City of Brier adopted Resolution No. 592 requesting to annex into the RFA.
2. On January 10, 2023, the Governing Board of the RFA adopted Resolution No.01102023-01 to amend the RFA Plan to establish terms and conditions of the requested annexation by the City of Brier.
3. On January 24, 2023, the City of Brier adopted Resolution No. 594 approving the amended RFA Plan and the annexation of the City of Brier into the RFA, and calling an election on the matter at the special election to be held on April 25, 2023.¹
4. The Amended and Restated RFA Plan and the measure for the City of Brier to annex into the RFA is being submitted to the voters of the City of Brier at the special election on April 25, 2023, as a single ballot measure that must be approved by a simple majority.
5. If the City of Brier voters approve the annexation and the Amended RFA Plan at the special election, then on August 1, 2023 (the "Annexation Date"), the annexation of the City of Brier into the RFA will be effective in accordance with RCW 52.26.300, at which time the City of Brier will become a Participating Jurisdiction in the RFA.

¹ It is recognized that the City of Mountlake Terrace has placed a contemporaneous measure on the special election ballot asking the voters of the City of Mountlake Terrace to approve annexing into South County Fire. An Amended and Restated RFA Plan with a different Section 10 (pertaining to the annexation of the City of Mountlake Terrace) is being submitted to the voters of the City of Mountlake Terrace for approval. If the voters in the Cities of Brier and Mountlake Terrace both approve the respective annexation measures, the Governing Board of South County Fire will amend the RFA Plan to integrate both revisions into the RFA Plan. The RFA Plan Amendment for the City of Mountlake Terrace is available for review at <https://www.southsnofire.org/>.

6. This Amended and Restated Plan shall be automatically void if the voters of the City of Brier do not approve the ballot measure at the special election on April 25, 2023, in which case the prior Plan shall be effective without further action of the Governing Board.

C. TRANSITION OF FIRE AND EMERGENCY MEDICAL SERVICES

1. On the Annexation Date, all current operational and service delivery aspects of fire suppression and emergency medical services for the City of Brier, including ambulance transports, shall be performed by the RFA. At that time, the RFA will initially adopt the City of Brier's Standards of Coverage Document for the City of Brier's jurisdictional boundary area. As such, services, levels of service, standards of coverage, development standards and customer expectations on the Annexation Date shall remain unaffected.

D. FIRE MARSHALL / INSPECTION SERVICES

Effective on the Annexation Date, the RFA will provide Fire Marshal Services to the City of Brier pursuant to an interlocal agreement which compensates the RFA for agreed upon services. The City of Brier shall retain the authority to set fees to its citizens for the Fire Marshall Services and retain the revenues.

E. TRANSITION OF PROPERTY AND ASSETS

Inasmuch as the City of Brier has received service from the RFA (and formerly Snohomish County Fire District No. 1), since 2005 via an interlocal agreement, the City of Brier has no property or assets related to fire and emergency medical services to transfer to the RFA on the Annexation Date.

F. EMPLOYMENT OF CITY OF BRIER EMPLOYEES

No employees of the City of Brier shall transfer to the employment of the RFA on the Effective Date.

G. FINANCES

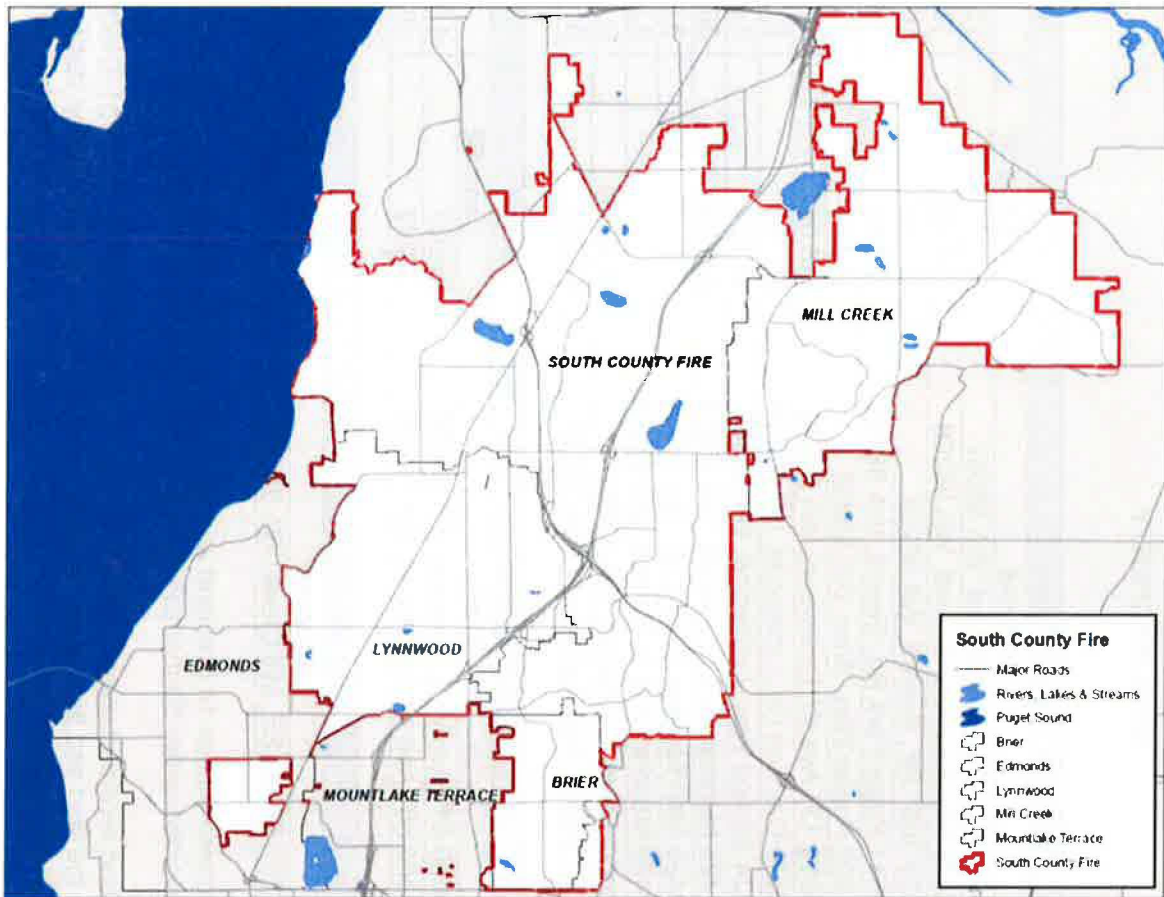
1. **Transport Fees.** The RFA will be entitled to bill and collect for Transport Fees for transports originating within the City of Brier.
2. **Liabilities.** Commencing on the Annexation Date, the RFA shall assume the periodic fire related payment obligations of the City of Brier interlocal agreement with Sno911 commencing on the Annexation Date. Otherwise, the RFA shall not assume any liabilities of the City of Brier.

RFA SECTION 10 PLAN REVISION DISPOSITION:

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

APPENDIX A

[JURISDICTION BOUNDARY MAP]



**APPENDIX B
REAL PROPERTY**

Fire District 1				
Facility	Year Built	Address	Land SF	Building SF
FS 10	2010	3922 156st SW, Lynnwood, WA 98087	54,014	13,100
FS 11	1989	12310 Meridian Ave, Everett, WA 98208	116,025	16,270
FS 12	2005	3525 108 th 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, WA 98036	97,574	8,780
FS 21	2009	16819 13 th Ave W, Lynnwood, WA 98036	118,047	12,960
FS 22	1972	20510 Damson Rd, Lynnwood, WA 98036	28,749	5,080
FS 23	1972	4324 Serene 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 68 th Ave W, Lynnwood, WA 98036	20,037	4,540
FS 15**	1995	18800 68 th Ave W, Lynnwood, WA 98036	59,242	18,710

City of Mill Creek				
Facility	Year Built	Address	Land SF	Building SF
FS 76****	1988	1020 153 rd St SE, Mill Creek, WA 98102	1.38 acres	4,190

* The City of Lynnwood shas 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 has been recorded under Snohomish County Auditor File No. 201710110192.

**The deed conveying Station 15 to the RFA and recorded under Snohomish County Auditor File No. 201710110193 contains a reversionary interest providing that the title to the land and the station will return to the City of Lynnwood 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 of Lynnwood.

*** 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.

***The transfer of Station 76 from the City of Mill Creek to the RFA shall contain a reversionary interest and for the City of Mill Creek to pay the fair market value for such station as set forth in the pre-annexation agreement. The fair market value will be reduced by the City’s equity interest in the station, as adjusted for inflation provided that the City annexes into the RFA not later than August 1, 2023.

**APPENDIX C
PERSONAL PROPERTY – VEHICLES AND 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	2FAHP71V08XI45947	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
167	43646D	1FMFU16587LA84189	2007	Ford Expedition	
154	42389D	1FMPU165X6LA73651	2006	Ford Expedition	
170	42388D	1FMFU16567LA87138	2007	Ford Expedition	
198	47266D	1FTSW21R78EE06534	2008	Ford F-250	F-250
C-99	25038D	1FMCU02171KC24181	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	1FMCU9GXXFUC06125	2015	Escape	
310	59140D	1FMCU9GX1FUC06126	2015	Escape	
311	60142D	1FMCU9GX3FUC06127	2015	Escape	
315	60141D	1FM5K8AT6FGC67761	2015	Taurus	
333	62021D	1FAHP2H81GG111992	2015	Taurus	

