

**INTERLOCAL AGREEMENT FOR  
ANNEXATION OF CITY OF SNOHOMISH TO  
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 4**

*This AGREEMENT is entered into by the City of Snohomish (the "CITY") and Snohomish County Fire Protection District No. 4 (the "FIRE DISTRICT") for the purposes stated below.*

**RECITALS**

**WHEREAS:** The City of Snohomish and Snohomish County Fire District #4 are both located in central Snohomish County and have contiguous boundaries and borders; and

**WHEREAS:** The City of Snohomish and Snohomish County Fire District #4 have had a long and successful contractual relationship in providing emergency services to the respective jurisdictions and communities sharing jointly owned fire station facilities and equipment; and

**WHEREAS:** The City of Snohomish and Snohomish County Fire District #4 have had ongoing discussions and have agreed to pursue a more formal relationship with each other by annexing the City of Snohomish into the Fire District; and

**WHEREAS:** The City of Snohomish and Snohomish County Fire District #4 are authorized by Chapter 52.04 RCW to cause an election to be held in order for voters of both jurisdictions to decide whether or not the City should become a part of the Fire District; and

**WHEREAS:** The City of Snohomish and Snohomish County Fire District #4 have now reached agreement on said terms and conditions by which they will transition if the vote to annex is successful, and as such, the parties desire to formalize their Agreement in writing ;

## **AGREEMENT**

**IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:**

### **1. ANNEXATION PROCESS**

#### **a. Pursuit of Annexation**

Pursuant to RCW 52.04.061.061, the CITY and FIRE DISTRICT agree to pursue annexation of the City of Snohomish into the FIRE DISTRICT according to the provisions of Chapter RCW 52.04 and the terms and conditions set forth in this Agreement and any amendments thereto, subject to approval of such annexation by the Snohomish County Boundary Review Board and the electorate of both jurisdictions.

#### **b. Boundary Review Board (BRB) Notices and Proceedings.**

1. The City shall take the lead in filing a Notice of Intent with the Snohomish County Boundary Review Board pursuant to Chapter 36.93 RCW.
2. The City shall also act as lead agency for SEPA purposes in connection with the annexation.
3. Both parties agree that they will not request that the jurisdiction of the BRB be invoked to review the annexation. In the event that a request for review is filed by any person or persons authorized to do so under RCW 36.93.100, the District and the City agree to jointly coordinate, prepare, and present testimony to the BRB in favor of the annexation and to take all necessary actions to obtain BRB approval of the annexation.

#### **c. Costs**

1. The parties agree to fund their own respective costs for the annexation and election process.

### **2. POST ANNEXATION EMERGENCY SERVICES**

#### **a. Existing Agreement.**

1. Upon annexation into the Fire District, the current agreement between the City of Snohomish and Snohomish County Fire District #4 for fire and emergency medical services (dated November 14, 1998) shall be cancelled, null and void except for where referenced in this agreement.
2. The term 'annexation' shall mean the date on which Snohomish County election officials certify the election and grant taxing authority for the City of Snohomish to the Fire District
3. Should the annexation ballot issue be unsuccessful or the date of the election is changed to a later date, the current agreement between the City of Snohomish and Snohomish County Fire

District #4 for fire and emergency medical services (dated November 14, 1998) shall remain in full effect.

**b. Emergency services**

Upon annexation of the City of Snohomish into the Fire District, emergency services shall continue to be provided by the District within the boundaries of the City at the same level of service as the rest of the District.

**c. Other services**

1. The City and the Fire District recognize their crucial role in disaster preparedness and response to the community. City and Fire District Staff will continue to partner in joint, multi-discipline disaster planning, preparation and training.
2. The Fire District agrees to continue coordinating and maintaining the Emergency Operations Center at Headquarters Station #43 for all local and regional disaster events.
3. Equipment, planning and communications costs to provide emergency operations and coordination to each respective jurisdiction will be borne by the City for City-specific needs and the Fire District for their specific expenditures. EOC equipment purchased which benefits both jurisdictions' operations may be cost shared when both parties agree.
4. Food and housing costs associated with operating the EOC and maintaining EOC staff in local or regional events involving both jurisdictions shall be shared by both parties
5. Public education services to the City and the Fire District shall continue to be provided to both jurisdictions in the same manner as under the current Joint Agreement
6. Upon annexation of the City of Snohomish into the Fire District , the Fire District shall establish an hourly rate reflecting actual cost of service for fire prevention, permit services and pre-construction review and other services as provided to the City of Snohomish by the Fire District staff.
7. The District may revise the hourly rate effective upon a 60-day notice to the City.
8. Procedures for the City to initiate requests for services from the District will be detailed in a separate memo entitled "Procedures for Call-Out of Fire District Services to the City" as agreed to by the City's City Manager and the District's Fire Chief.
9. The City may adopt a fee schedule to recover said costs incurred by contracting for additional services.
10. The City reserves the right to contract for any and all additional services within the City limits.

**3. OWNERSHIP OF REAL AND PERSONAL PROPERTY**

**a. Real Property – Jointly Owned**

1. The following real property shall continue to be held in joint ownership by the City of Snohomish and Snohomish County Fire District #4 following annexation:

(1) The real property and building located at 1525 Avenue D, Snohomish, WA, known as the "*Headquarters Station #43*" (excluding the Educational Annex and storage building which are owned solely by the Fire District).

(2) The real property and building located at 1330 Oak Avenue or 1330 Ferguson Park Road, Snohomish, commonly known as the "*Snohomish Food Bank*" property.

(3) The real property and building located at 427 Maple Avenue, Snohomish, WA, commonly known as the "*Fire Station #41*".

**b. Personal Property – Jointly Owned**

1. The ambulances described as follows shall continue to be held in joint ownership following annexation:

(1) A 43A - 1995, Ford, E-350, 1FDKE350FXSHB34191

(2) A 42 - 1995, Ford, E-350, 1FDKE30F4SHA80869

**c. Personal Property — Exclusive City Ownership**

1. The following personal property shall continue to be exclusively owned by the City of Snohomish

(1) Aerial Innovations Model H2R 55' *Water Chief* mounted on the Fire District's Engine 43A

**d. Other Real and Personal Property.**

1. Except as described in paragraphs 3.a-c above, all other real and personal property associated with the operations of the Fire District shall remain exclusively the property of Snohomish County Fire District #4

**4. MAINTENANCE /OPERATION OF PROPERTY, FACILITIES, APPARATUS AND EQUIPMENT**

a. The Fire District shall continue responsibility for the maintenance, operation and repair of all real property, buildings, apparatus and equipment whether owned solely by the City of Snohomish; owned jointly by the City and the Fire District or solely by the Fire District..

b. The Fire District shall continue to insure all jointly owned items described in paragraphs 3.a-c to the same degree as Fire District assets

c. The Fire District will not sell, lease, transfer or in any way encumber any of the items described in paragraphs 3.a-c without the written consent of the City.

**5. BONDED INDEBTEDNESS.**

- a.** In 1995 the District and the City incurred voter-approved indebtedness by the issuance of general obligation bonds. Funds for such bonds were used for capital improvements, capital purchases, and equipment replacement to include the construction of Fire Station #41; the purchase of the aerial device mounted on a Fire District fire engine; and one-half the cost of two ambulances.
- b.** In the event of successful annexation of the City into the Fire District, the City shall continue to levy taxes and cover the debt service for the 1995 general obligation bonds until the City's debt is retired
- c.** The Fire District shall continue to levy taxes and cover the debt service for the 1995 general obligation bonds until the District's debt is retired.
- d.** Annexation of the City of Snohomish into the Fire District shall not require any City residents to assume any of the District's existing debt service or the Fire District's residents to assume any of the City's existing debt service.

**6. FIRE DISTRICT FEE FOR SERVICE**

- a.** In the event the annexation election provided for in RCW 52.04.071 occurs in November 2003 and results in a vote in favor of annexation, the City agrees that it will continue to reimburse the Fire District per Article #4 of the current (November 14, 1998) agreement between the City and the Fire District for fire and emergency medical services for the remainder of the 2003 calendar year, for the calendar year 2004 and/or until the Fire District has legal authority to collect property tax within the corporate limits of the City of Snohomish
- b.** The City shall continue to levy, collect and remit taxes within the corporate limits of the City in the same manner as set forth in Article # 4 of the agreement between the parties dated November, 14, 1998, until the District has legal authority to do so.

**7. LIABILITIES — INDEMNITY.**

Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only and to save and hold the other party and its personnel and officials harmless from all cost, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.

## **8. MODIFICATION**

- a. This Agreement represents the entire agreement between the parties.
- b. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties.
- c. The Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the parties.

## **9. BENEFITS**

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

## **10. ARBITRATION**

- a. In the event of a disagreement between the parties relating to the interpretation of the terms of this Agreement, the parties agree that such dispute shall be resolved by binding arbitration.
- b. The arbitration shall be conducted by a panel of three (3) arbitrators selected from a list provided by the American Arbitration Association.
- c. Each party shall appoint an arbitrator who shall not be employed or reside in Snohomish County, Washington.
- d. The two arbitrators shall appoint a third arbitrator with the same qualifications.
- e. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

## **11. REPORT**

The Fire Chief will provide the City with a copy of the District's biennial audit report.

## **12. OBLIGATIONS CONTINGENT**

- a. The obligations of the parties under this Agreement are expressly contingent upon receipt of a favorable vote on annexation at the November 2003 election or such other date as the matter may be placed before the electorate.
- b. Except as otherwise expressly provided in this Agreement, in the event that the annexation ballot proposition is not submitted to the voters in November 2003, or in the event that the proposition is submitted and does not receive the favorable vote in both the District and the City that is required for annexation, this Agreement

shall terminate and the parties shall have no further obligations under it.

- c. In the event that the annexation proposition is submitted and fails, the City and the District will continue to operate under the existing agreement dated November 14, 1998.
- d. In the event the annexation proposition passes, the Agreement dated November 14, 1998 shall immediately terminate, except for Section 6 of this Agreement, and the parties hereto agree to waive the three-year written notice of termination requirement set forth in Article 17 thereof, and intend to operate pursuant to the terms of this Agreement.

### **13. COSTS**

- a. Each party agrees to bear and pay its own expenses in connection with the negotiation and implementation of this Agreement, including, but not limited to, its attorney fees and consultant fees.

### **14. INTEGRATED AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be modified only by a written instrument signed by all parties hereto.

### **15. SEVERABILITY**

In the event that any section, sentence, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

### **16. LITIGATION**

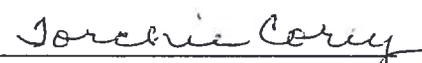
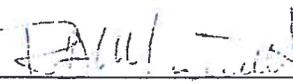
- a. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Snohomish County.
- b. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney fees, in addition to any other award.

**17. THIRD-PARTY RIGHTS.**

Anything to the contrary notwithstanding, nothing contained in this Agreement shall be interpreted to create third-party rights in any person or entity not a party thereto.

**18. EFFECTIVE DATE.**

This Agreement shall become effective upon approval and execution by both parties.

<b>CITY OF SNOHOMISH</b>	<b>SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 4</b>
By <u></u> LARRY BAUMAN, City Manager	By <u></u> ROGER PORTMANN, Chairman
DATE: <u>1/16/04</u>	DATE: <u>12/13 - 2004</u>
Attest:	Approved as to form:
By <u></u> TORCHIE COREY, City Clerk	By <u></u> R.A. MERRITT, District Secretary
Approved as to form:	By _____ CLARK SNURE, District Attorney
By <u></u> GRANT K. WEED, City Attorney	