**LAKESIDE FIRE & RESCUE**

SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 9

SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 4

RFA PLANNING COMMITTEE

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| **LAKESIDE FIRE & RESCUE** | | | |
|  | **SECTION 1** | **BACKGROUND & NEEDS STATEMENTS** | |
| ***Adopted*** |  |
| ***Revision*** | The **BACKGROUND & NEEDS STATMENTS** section of The **RFA Plan** is subject to amendment by a majority vote of the RFA Governing Board. | |
| ***Revised*** |  |

1. The ability to for Districts to respond to emergency situations is endangered by growth, annexations, unfunded mandates, limited revenues and increasing expenses.
2. Providing a fire protection and emergency medical service system requires a collaborative partnership and responsibility among local and regional governments and the private sector.
3. There are efficiencies to be gained by regional fire protection and emergency medical service delivery, while maintaining local control.
4. Timely development of significant projects can best be achieved through enhanced funding options for regional fire protection, emergency services, specialized rescue, hazardous material mitigation, using existing taxing authority to address fire protection and emergency service needs, with new authority to address critical fire protection projects and emergency services.
5. District 4 and District 9 have a long history of a cooperative approach to meeting the needs of their citizens. The Districts have shared a joint Chief since November 1, 2008 and have shared a Board Secretary since January 1, 2014. The District’s engage in joint training and have functionally operated as a single provider since January 6, 2009.
6. On March 26, 2015, the Boards of Commissioners of each District formed a Planning Committee to explore the feasibility of forming a regional fire authority and to draft a regional fire authority plan.
7. On approval of this Plan by both District’s Boards of Commissioners, each District will ask its citizens to consider combining all functions and services currently provided by the two jurisdictions into a single entity, called a Regional Fire Authority.

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| **LAKESIDE FIRE & RESCUE** | | | |
|  | **SECTION 2** | **DEFINITIONS** | |
| ***Adopted*** |  |
| ***Revision*** | The **DEFINITIONS** section of The **RFA Plan** is subject to amendment by a majority vote of the RFA Governing Board. | |
| ***Revised*** |  |

1. **DEFINITIONS**
   1. The definitions in this section apply throughout this **RFA** **Plan,** unless the context clearly requires otherwise.
      1. "***Board***" ***or “Governing Board”*** means the Governance body of a regional fire protection service authority.
      2. “***District 4***” means Skagit County Fire Protection District No. 4
      3. “***District 9***” means Skagit County Fire Protection District No. 9
      4. ***“Effective Date”*** means January 1, 2018 pending approval of the RFA Plan by voters of the Participating Jurisdictions.
      5. “***Participating Jurisdictions***” means Skagit County Fire Protection District No. 4 and Skagit County Fire Protection District No. 9.
      6. “***RCW***” means Revised Code of Washington.
      7. “**Regional Fire Protection Service Authority**” or “**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, an 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.
      8. "***Regional Fire Authority Planning Committee***" or "***Planning Committee***" means the committee created under RCW 52.26.030 to create and propose to Skagit County Fire Protection District No. 4 and Skagit County Fire Protection District No. 9 the Regional Fire Authority Plan.
      9. "***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 Lakeside Fire & Rescue.
   2. ***“Lakeside Fire & Rescue”*** means the Regional Fire Protection Service Authority defined in this plan whose boundaries are coextensive with District 4 and District 9.

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| **LAKESIDE FIRE & RESCUE** | | | |
|  | **SECTION 3** | **FORMATION AUTHORITY** | |
| ***Adopted*** |  |
| ***Revision*** | The **FORMATION AUTHORITY** section of the **RFA Plan** is subject to amendment by submission of a revised RFA Plan to the electorate for approval. | |
| ***Revised*** |  |

1. **REGIONAL FIRE PROTECTION SERVICE AUTHORITY.**
   1. Chapter 52.26 RCW provides statutory authority for the formation of a Regional Fire Authority by District 4 and District 9.
2. **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) members of the District 4 Board of Commissioners and the three (3) Commissioners of District 9 Board of Commissioners.
   3. The Planning Committee developed and presented to the elected officials of each Participating Jurisdiction the RFA Plan.
3. **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 each District as a single ballot measure that must be approved by a simple majority vote.
   3. The Planning Committee has authority to take all necessary actions on behalf of the Participating Jurisdictions and to 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, Lakeside Fire & Rescue shall be formed on, the Effective Date in accordance with RCW 52.26.070.
   5. Upon voter approval of the RFA Plan, the Districts shall continue to exist as Washington State Municipal Corporations. The exclusive purpose of the continued existence of the Districts 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 Districts are dissolved by the voters pursuant to RCW 52.26.120.
   6. 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 unchanged.

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| **LAKESIDE FIRE & RESCUE** | | | |
|  | **SECTION 4** | **JURISDICTIONAL BOUNDARIES** | |
| ***Adopted*** |  |
| ***Revision*** | The **JURISDICTIONAL BOUNDARIES** section of the **RFA Plan** is subject to amendment by a majority vote of the RFA Governing Board. | |
| ***Revised*** |  |

1. **JURISDICTIONAL BOUNDARIES ON DATE OF FORMATION.**
   1. On the Effective Date, the jurisdictional boundaries of the RFA shall be the legal boundaries of the Participating Jurisdictions.
2. **CHANGES IN JURISDICTIONAL BOUNDARIES AFTER FORMATION OF RFA.**
   1. Boundary Changes that do not require a RFA Plan amendment.
      1. **Annexation of a portion of a District by a City.** 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 and the annexing city shall be restricted solely to assets and employees of the District, if any.
      2. **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 Chapter 52.04.001 through RCW 52.04.051.
      3. **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 .100.
   2. Boundary Changes that require a RFA Plan Amendment.
      1. **Annexations of Adjacent Fire Protection Jurisdictions.** The boundaries of the RFA may be expanded to include adjacent fire protection jurisdictions through the Plan Amendment and annexation procedures set forth at RCW 52.26.300.

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| **LAKESIDE FIRE & RESCUE** | | | |
|  | **SECTION 5** | **GOVERNANCE** | |
| ***Adopted*** |  |
| ***Revision*** | The **GOVERNANCE** section of the **RFA Plan** is subject to amendment by a majority vote of the RFA Governing Board. | |
| ***Revised*** |  |

1. **GOVERNING BOARD STRUCTURE AND OPERATION.**
   1. **Governing Board.** As provided by RCW 52.26.080, the RFA Governing Board shall be established consistent with the terms of this Section and shall have authority as of the Effective Date.
   2. **Composition of Governing Board**.
      1. The Governing Board shall initially be made up of six Regional Fire Authority Commissioner positions formed pursuant to RCW 52.26.080(3). The initial six positions shall be filled as follows and shall gradually reduce to five positions.
         1. Commissioner Position 1 will be filled with the Skagit County Fire District 4 commissioner whose term expires December 31, 2023 and the term of this position shall continue until December 31, 2025 and shall thereafter be a six year term.
         2. Commissioner Position 2 will be filled with the Skagit County Fire District 9 commissioner whose term expires December 31, 2023 and the term of this position shall continue until December 31, 2025 and shall thereafter be a six year term.
         3. Commissioner Position 3 will be filled with the Skagit County Fire District 4 commissioner whose term expires December 31, 2021 and the term of this position shall continue until December 31, 2023 and shall thereafter be a six year term.
         4. Commissioner Position 4 will be filled with the Skagit County Fire District 9 commissioner whose term expires December 31, 2021 and the term of this position shall continue until December 31, 2023 and shall thereafter be a six year term.
         5. Commissioner Position 5 will be filled with the Skagit County Fire District 4 or Skagit County Fire District 9 commissioner with the longest continuous length of Commissioner service with his or her Fire District whose term expires December 31, 2019 and the term of this position shall continue until December 31, 2021 and shall thereafter be a six year term.
         6. Commissioner Position 6, will be filled with the Skagit County Fire District 4 or Skagit County Fire District 9 commissioner with the shortest continuous length of Commissioner service with his or her Fire District whose term expires December 31, 2019 and the term of this position shall continue until December 31, 2020. This Position shall cease to exist effective January 1, 2021.
      2. If a Regional Fire Authority Commissioner Position becomes vacant the vacancy shall be filled as provided in RCW 52.14.050.
   3. **Governing Rules.** The RFA Governing Board shall develop and adopt 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.

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| **LAKESIDE FIRE & RESCUE** | | | |
|  | **SECTION 6** | **FUNDING and FINANCE** | |
| ***Adopted*** |  |
| ***Revision*** | The **FUNDING and FINANCE** section of the **RFA Plan** is subject to amendment by a majority vote of the Governing Board except when voter approval is required by statute. | |
| ***Revised*** |  |

1. **INTERIM RFA FINANCES**
   1. The operation and administration of the RFA for 2018 shall be funded by the funds budgeted for fire department services in the budgets of each Participating Jurisdiction of the RFA for the 2018 calendar year.
2. **RFA REVENUES:**
   1. **Tax Levies.** The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050 (1) (b) at the initial tax levy rate of $1.15 per thousand of assessed valuation.
   2. **Benefit Charge.** The RFA shall not be authorized to impose a benefit charge on all improved properties within the RFA service area until such time as the RFA Governing Board decides to place a benefit charge proposal before the voters.
   3. **Service Contracts.** To the extent permitted by law, the RFA Governing 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.
   4. **Impact and Mitigation Fees.** The RFA shall have the authority to impose impact and mitigation fees in the manner authorized by law.
   5. **Additional Revenue Options.** The RFA Governing Board shall have the authority to pursue, subject to any applicable statutory voter approval requirements and 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.
3. **TRANSFER OF ASSETS.** 
   1. **District 4 and District 9 Assets.** On the Effective Date, the Districts shall immediately transfer any remaining and future assets to the RFA. Such assets shall include all real property and personal property, including but not limited to furniture, office equipment, motor vehicles, reports, documents, surveys, books, records, files, papers, or written material owned by or in the possession of the District.
   2. On the Effective Date, District 4 and District 9 shall transfer to the RFA all funds held with Skagit County together with all future property tax and contractual payments received at the time of receipt.
4. **LIABILITIES.** 
   1. **District 9 Bonded Indebtedness.** The District 9 bonded indebtedness identified below shall remain an obligation of the District 9 taxpayers and shall not be assumed by the RFA. District 9, pursuant to Resolution No. 13-188 adopted by the District 9 Board of Commissioners on June 19, 2013 authorized the issuance and sale of the 2013 Bonds in the aggregate principal amount of $2,700,000 Resolution No. 13-188 also provides that principal of and interest on the Bonds shall be paid from excess tax levies, as approved by the voters of District 9. Subsequent to the Effective Date, until such time as District 9 is dissolved pursuant to RCW 52.26.120, District 9 shall continue to impose such excess tax levies on all taxable property within the District for the purpose of paying principal of and interest on the Bonds until the Bonds (and any bonds issued to refinance the Bonds) are no longer outstanding. At such time as District 9 is dissolved pursuant to RCW 52.26.120 then payment of such debt shall be made by annual levies against the lands within the District in accordance with RCW 52.26.120.
      1. **Post-Issuance Compliance**. As the user of the property financed with proceeds of the Bonds, the RFA shall monitor the use of such property and take all actions necessary to prevent interest on the Bonds from being included in gross income for federal tax income purposes, as further described in the Post-Issuance Compliance Procedures for Tax-Exempt Obligations adopted by District 9 in connection with the issuance of the Bonds.

In addition, the RFA shall file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“EMMA”) on behalf of District 9: (i) all annual financial information and operating statistics of the RFA and District 9 (including information relating to the outstanding principal amounts of the Bonds and the excess tax levy imposed by District 9) and (ii) notice of certain listed events, all in the manner and timeframe described in Resolution No. 13-188 as applicable.

* + 1. **Excess Funds.** Any excess bond funds shall belong to the RFA.
  1. **General Debt.** Except as provided in Plan Section 6.D.1, the RFA shall assume all outstanding liabilities of District 4 and District 9 on the Effective Date.
  2. **Future District Expenses.** All future expenses incurred by the Districts beginning in 2018 shall be the responsibility of the RFA.

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| **LAKESIDE FIRE & RESCUE** | | | |
|  | **SECTION 7** | **ORGANIZATIONAL STRUCTURE - PERSONNEL - ADMINISTRATION** | |
| ***Adopted*** |  |
| ***Revision*** | The **ORGANIZATIONAL STRUCTURE - PERSONNEL -** **ADMINISTRATION** section of the **RFA Plan** is subject to amendment by a majority vote of the RFA Governing Board. | |
| ***Revised*** |  |

1. **ORGANIZATIONAL STRUCTURE.**
   1. **Organizational Chart.** RFA shall be organized as provided in **Appendix A** of the RFA Plan.
2. **PERSONNEL.**
   1. **Fire Chief.** On the Effective Date, the Fire Chief of District’s 4 and 9 shall serve as the Fire Chief of the RFA. The Fire Chief shall at all times be appointed and serve at the pleasure of the Governing Board.
   2. **Personnel.** The existing personnel of District 4 and District 9 shall transfer to the RFA to fulfill assigned duties as outlined in the organizational structure in **Appendix A.** All District 4 and District 9 personnel shall be transferred on the Effective Date at their current rank, grade and seniority.
   3. **Agreements.** All current employee agreements, personal service contracts, and any other contracts or agreements pertaining to work, duties, services or employment with District 4 and District 9 shall be transferred over with all personnel on the Effective Date.
3. **ADMINISTRATION.**
   1. **Administration.** The administrative staff of the RFA shall be the current members of District 4 and District 9 administrative staff. All current administrative and business functions, agreements, documents, operations, and policies and procedures from District 4 and District 9 shall transfer over to the RFA unless otherwise noted in this plan.
   2. **Seamless Transition.** Unless otherwise noted in the RFA Plan, the transfer of authority and the administration and management of the RFA shall be seamless and shall initially model the current administrative and management components of the current District 4 and District 9.

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| **LAKESIDE FIRE & RESCUE** | | | |
|  | **SECTION 8** | **OPERATIONS AND SERVICES** | |
| ***Adopted*** |  |
| ***Revision*** | The **OPERATIONS AND SERVICES** section of The **RFA Plan** is subject to amendment by a majority vote of the RFA Governing Board. | |
| ***Revised*** |  |

1. **FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES.**
   1. On the effective date, the RFA shall become the service provider for all fire protection, fire suppression, emergency medical services and for the protection of life and property within the areas currently served by District 4 and District 9.
   2. The RFA Governing Board shall determine staffing models, standards of coverage, deployment standards, field operations, command staffing, and operational policies and procedures for the RFA and shall, within budgetary limitations work to maintain or improve service levels.
   3. All current automatic aid and mutual aid agreements, and any other contractual services agreements, documents, or memorandums currently in place with District 4 and District 9 shall be transferred over on to RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage.

**APPENDIX A**

**Organizational Structure**