



Dear Property Owner:

Your property is located outside the responsible area of Snohomish Regional Fire & Rescue ("SRFR") and is not protected by any other fire department. Because you are not within the boundaries of any fire department, you do not pay any property taxes for the provision of fire protection or emergency medical services.

Since your property is located outside of any fire district boundaries, Snohomish Regional Fire & Rescue has no obligation to respond to fire or medical emergencies at your property (see RCW 52.12.160). If SRFR has responded to an emergency at this location in the past – or chooses to voluntarily respond in the future – this is **not** an indication that we will respond to any specific emergency at this location in the future. State laws change, our operational readiness changes, and our elected officials and their policies are subject to change. All of these factors can impact whether SRFR responds to properties that are outside of its boundaries.

Your property is deemed by the Board of Fire Commissioners to be in reasonable proximity to Snohomish Regional Fire & Rescue, meaning that your property is near enough that governance, management, and services can be delivered effectively. To receive firefighting services and emergency medical services from SRFR, you must either annex into the fire district or enter into a service contract with SRFR. Under Washington State law, there are two methods to initiate an annexation.

- The petition method of annexation requires a petition to be signed by the owners of at least sixty percent of the area of land described in the petition and for that petition to be submitted to the Board of Fire Commissioners to allow the proposed annexation area into the fire district. See RCW 52.04.031. Note that annexation is not required to be contiguous with the existing fire district boundary.
- The election method of annexation is initiated by submitting to the Board of Fire Commissioners a petition signed by at least fifteen percent of the registered electors residing within the proposed annexation area described in the petition. Upon approval by the Board and after the County Auditor verifies the sufficiency of the signatures, a special election may be called within the area proposed to be annexed. See RCW 52.04.011.

If you are interested in annexing your property into Snohomish Regional Fire & Rescue, the enclosed documents may assist you. You should also contact the Snohomish County Boundary Review Board (BRB) at 425-388-3445. The BRB will provide you with the additional documents to assist in your pursuit of annexation.



You may also choose to have Snohomish Regional Fire & Rescue provide services to your property by entering into a service contract with SRFR. A copy of SRFR's standard contract for this purpose is enclosed. This contract requires a contract payment to be made annually. Since you do not pay property taxes, the contract payment is made in lieu of such taxes.

Please note that if you do not annex into Snohomish Regional Fire & Rescue or enter into a Service Agreement, you may be impacted with higher insurance premiums. You may wish to discuss this with your insurance broker. Keep in mind that absent a Service Agreement or annexation, no fire agency is obligated to provide you with firefighting services or emergency medical services (RCW 52.12.160).

Please contact me directly if you have any questions about any of these options, either by email at [larry.huff@srfr.org](mailto:larry.huff@srfr.org) or by phone at 360-794-7666. Thank you for your interest in Snohomish Regional Fire & Rescue.

Yours in public service,

Larry Huff  
Assistant Fire Chief

Cc: File

## Washington State Boundary Review Board for Snohomish County

### ANNEXATION BY PETITION PROCESS FOR FIRE DISTRICTS

**RCW 52.04.031-051** is the Washington State Law which describes the process for the petition method of annexation for fire districts. This process is outlined below for fire districts in Snohomish County including the SEPA (RCW 43.21C) and Boundary Review Board (RCW 36.93) steps.

1. A petition is filed with the Board of Fire Commissioners containing:
  - signatures of owners of not less than sixty percent of the land area,
  - a legal description and map outlining the boundaries of the property to be annexed, and
  - the financial obligation, if any, to be assumed by the area to be annexed.
2. If the Board of Fire Commissioners accepts the petition, it then fixes a date for a public hearing, publishes a hearing notice in a newspaper, and posts three notices in the proposed annexation area.
3. At this time, the SEPA requirements for an Environmental Checklist and a Threshold Determination can be completed and sent to the Department of Ecology and affected agencies by the Fire District. There is a fourteen-day comment period.
4. The Board of Fire Commissioners holds the public hearing, accepts testimony, closes the public hearing and then determines whether to accept the area for annexation and any financial obligation the area will assume. An Intent to Annex Resolution can be signed by the Board of Fire Commissioners.
5. A Notice of Intention is then filed with the Boundary Review Board. An agency with a concern about the annexation has 45 days to request a public hearing before the Boundary Review Board. If there is a hearing, the Boundary Review Board may approve, modify, divide assets and functions, or deny the proposal. If there is no hearing before the Boundary Review Board, and the Notice of Intention is complete, the Notice of Intention is approved by operation of law after the 45-day period elapses.
6. The Boundary Review Board then sends to the Fire District, either its written Hearing Decision or a Certification of the Expiration of the 45-day period.
7. The Board of Fire Commissioners then adopts a final resolution officially annexing the area (including any modifications that the Boundary Review Board has made).
8. This Final Resolution and a recording fee are sent to the Boundary Review Board Office.
9. The Boundary Review Board Director will verify that the legal description is the same as approve by the Boundary Review Board and will record one copy with the Snohomish County Auditor and file two copies with the Snohomish County Assessor and one with the Snohomish County Board of Commissioners.
10. The Boundary Review Board then changes official maps and notifies the various county Departments.

## PETITION FOR ANNEXATION INTO SNOHOMISH REGIONAL FIRE & RESCUE (SRFR)

We, the undersigned, hereby petition the Snohomish Regional Fire & Rescue to annex the property described below which does not currently have any fire protection.

Legal Description: (perimeter boundary of the property) (Also include map of the annexation area showing its relationship to the District.)

(ASSUMPTION OF INDEBTEDNESS) Statement as to whether or not the petitioner will be subject to current bonded indebtedness.

### WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

Date	Property Owner (print)	Address	Signature	Parcel Number

## **Washington State Boundary Review Board for Snohomish County**

### **ANNEXATION BY ELECTION PROCESS FOR FIRE DISTRICTS**

At this time, the Snohomish County Review Board does not have published guidance for property owners wishing to annex into the fire district using the election process. The election method of annexation requires 15 percent of the registered electors residing in the proposed annexation area to submit a petition to the Board of Fire Commissioners.

You should contact the Snohomish County Boundary Review Board for information and guidance about the election method of annexation into the fire district. The BRB may be contacted at [brb@snoco.org](mailto:brb@snoco.org) or 425-388-3445.

## Differences between Annexation and Service Agreements (Contracts)

Whether annexed into the fire district, or served by a contract (services agreement), the cost to the owner is the same except that the services contract has an additional fee to cover the administration of the contract. Additionally, registered voters residing on properties with the fire district may vote on fire district elections, and a property owner could run for fire commissioner.

The property tax rate is set as \$1.50 for Firefighting Services and EMS is set at \$.50 for EMS = \$2.00. At an election, there is a maximum value of the levy which cannot be exceeded except by a subsequent election, and also a 1% annual statutory increase which the board of fire commissioners can levy independent of an election. This maximum value can be calculated as a rate, and then applied equally to all properties based upon the assessed value. This "rate" of \$2 / \$1,000 AV erodes over time as property values increase. The strategic plan is for SRFR to hold a levy "lid lift" every other year, as this is the only way the fire district can try and keep up with increasing costs and inflation. A levy lid lift essentially attempts to reset the rate closer to \$2 / \$1,000 AV, but mathematically, it would rarely ever be the full \$2.

The chart below summarizes the differences between annexation and service agreements. Note that even though there are two methods to achieve annexation (petition and election), the net result is the same.

<u>Fire District Service</u>	<u>Billing Method</u>	<u>Rate</u>	<u># Payments</u>	<u>Admin. Fee</u>	<u>Total Cost*</u>	<u>Voter Rights?</u>	<u>Differences</u>	<u>Services</u>
Annexation	Assessed on property taxes	Up to \$2 / \$1,000 Assessed Value (AV)	2 payments due May & October	None	Up to \$2 / \$1,000	Yes	No Admin fee; assessed as property tax by county; can vote on fire district elections; can run for fire commissioner	Same
Service Agreement	Invoiced by Fire District	Up to \$2 / \$1,000 Assessed Value (AV)	1 payment due Jan 31 each year	Currently \$100, but this is under consideration by the Board	Up to \$2 / \$1,000, plus Admin fee	No	Admin Fee; 1 payment; fee rather than a tax; no voter rights	Same

\*The Board of Fire Commissioners may also leverage other opportunities to manage the affairs of the fire district, such as bonds, banked capacity, and similar fiscal tools. If utilized, these impacts would apply both to property within the fire district, and those served by contract (services agreement).

**AGREEMENT FOR THE  
PROVISION OF FIREFIGHTING AND EMERGENCY MEDICAL SERVICES**

**THIS AGREEMENT FOR THE PROVISION OF FIREFIGHTING AND EMERGENCY MEDICAL SERVICES** (the "Agreement") is made and entered into by and between **SNOHOMISH REGIONAL FIRE & RESCUE** (the "District") and **TBD** (the "Owner").

**WHEREAS**, the District is authorized under RCW 52.12.111 to provide service beyond the boundaries of the District under conditions prescribed by the Board of Fire Commissioners; and

**WHEREAS**, Owner resides at the following address: **TBD**, WA ZIP CODE (parcel # **TBD**) (the "Property"), which is located outside the jurisdictional boundaries of any fire protection district but would like to receive Firefighting and Emergency Medical Services (collectively referred to herein as the "Services") from the District; and

**WHEREAS**, the Board of Fire Commissioners have deemed Property is located in a geographic area of reasonable proximity to the District so that governance, management, and services can be delivered effectively;

**NOW, THEREFORE**, based upon the mutual promises and covenants contained herein, the parties agree as follows:

1. **Services.** The District shall furnish Services to the Owner on the same basis that it provides such Services to residents within its jurisdictional boundaries.

1.1 **Concurrent Emergencies.** It is understood and agreed by the parties that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers and automatic and/or mutual aid agreements. Nothing herein shall require the District to respond first to the Property as opposed to other areas protected by the District. Rather, the parties recognize that responses to concurrent emergencies shall be determined by the District based upon the District's operational judgment and without regard to where the concurrent emergencies occur.

1.2 **Charges.** Notwithstanding this Agreement, the Owner shall be responsible for any charges assessed by the District for Services (e.g. ambulance transport charges) to the same extent that a citizen of the District would be responsible for such charges.

2. **Annual Contract Fee.** During each year of this Agreement, Owner shall pay to the District annually, on January 31<sup>st</sup> the same amount that the Owner would pay in taxes to the District if the Property was located within the District's jurisdictional boundaries (the "Annual Fee"). The District shall calculate the Annual Fee and provide Owner an invoice annually in the month of December prior to the contract year. If payment is not timely received by January 31<sup>st</sup>, the District may immediately terminate this Agreement upon written notice to Owner.

2.1 If the first year of this Agreement is less than a full calendar year, the amount payable by Owner for that year shall be prorated. Owner shall pay the District the sum of \$**TBD** on or before **TBD**, 20\_.

2.2 An initial administrative fee of \$ **TBD** shall be due and owing on or before the date specified in Section 2.1. Afterwards, an annual administrative fee of \$ **TBD** shall be assessed and shall be paid concurrently with the Annual Fee.

3. **Annexation.** In the event that the District enters into similar agreements with the owners of at least 50% of the properties located between the Property and the District's existing jurisdictional boundaries, or 50% of the properties within the geographic area of reasonable proximity to the District, Owner agrees to diligently take such steps as may be necessary to annex the Property and the intervening properties into the District.

4. **Term.** This Agreement shall commence on **TBD**, 20 and be for an indefinite term, but shall be terminable (i) by either party for any reason or no reason on thirty (30) days' prior written notice, (ii) mutual agreement of the parties, or (iii) January 1 of the year following annexation of the Property into the District.

5. **Assessment.** The District has, in compliance with RCW 52.12.160, performed a risk assessment and capabilities assessment for the District prior to entering this Agreement.

6. **Notices.** All notices, demands, requests, consents, and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

To the District: Snohomish Regional Fire & Rescue

Attn: District Secretary  
163 Village Court  
Monroe, WA 98272

To the Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

7. **No Benefit to Third Parties; Public Duty Doctrine.** This Agreement shall not be construed to provide any benefits to any third parties. Additionally, the parties agree that this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

8. **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.



9. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of the parties' previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

DATED and made effective this **TBD** \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SNOHOMISH REGIONAL FIRE & RESCUE**

\_\_\_\_\_

By:

\_\_\_\_\_

Title: \_\_\_\_\_

**OWNER**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_