WALLA WALLA NORTH COUNTY FIRE

RFA PLAN

WALLA WALLA COUNTY FIRE PROTECTION DISTRICT NO 1

WALLA WALLA COUNTY FIRE PROTECTION DISTRICT NO. 3

WALLA WALLA COUNTY FIRE PROTECTION DISTRICT NO. 7

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**SECTION 1**

**BACKGROUND & NEEDS STATEMENTS**

1.The ability of the Districts to respond to emergency situations is endangered by growth, annexations, unfunded mandates, limited revenues, increasing expenses, etc.

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; including but not limited to: combining of Personnel, combined training, better volunteer coverage better placement of apparatus the ability to hire a full time maintenance officer.

4. Goal Oriented development of significant projects can best be achieved through enhanced funding options for regional fire protection, emergency services, specialized rescue, 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. Equalization of tax rates

6. D1, D3 and D7 have a long history of a cooperative approach to meeting the needs of their citizens

7.On December 11, 2024, 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.

8. On approval of this Plan by all District’s Boards of Commissioners, the District will then ask their citizens to vote to combine all functions and services currently provided by the three Districts into a single entity, called Walla Walla North County Fire.

**RFA Plan Revision:**

1. The **NEEDS STATEMENT** section of The **RFA Plan** is subject to amendment by a majority vote of the RFA Governance Board.

**SECTION 2**

1. **DEFINITIONS**
	* 1. The definitions in this section apply throughout this **RFA** **Plan,** unless the context clearly requires otherwise."***Board***", ***“Governance Board” or “Governing Board”*** means the Governance body of a regional fire protection service authority.
		2. “***D1!***” means Walla Walla County Fire Protection District No. 1
		3. “***D3***” means Walla Walla County Fire Protection District No. 3
		4. “D7” means Walla Walla County Fire Protection District No. 7
		5. ***“Effective Date”*** means May 1,2025, pending approval of the RFA Plan by voters of the Participating Jurisdictions.
		6. “***Participating Jurisdictions***” means Walla Walla County Fire Protection District No. 1, Walla Walla County Fire Protection District No. 3 and Walla Walla County Fire Protection District No. 7.
		7. “***RCW***” means Revised Code of Washington.
		8. “**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.
		9. "***Regional Fire Authority Planning Committee***" or "***Planning Committee***" means the committee created under RCW 52.26.030 to create and propose to D1 ,D3 and D7 the Regional Fire Authority Plan.
		10. "***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 Walla Walla North County Fire.
	1. ***“Walla Walla North County Fire”*** or ***“RFA”*** means the Regional Fire Protection Service Authority defined in this plan whose boundaries are coextensive with ***D1***, D3 and D7.

**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**

1. **REGIONAL FIRE PROTECTION SERVICE AUTHORITY.**
	1. Chapter 52.26 RCW provides statutory authority for the formation of a Regional Fire Authority by 1, 3 and 7.
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 D1 Board of Commissioners, three (3) Commissioners of D3 Board of Commissioners and three (3) Commissioners of D7 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, perform all necessary duties as required to place the RFA Plan before the voters and to comply with any public hearing requirements.
	4. Should the RFA Plan be approved by a simple majority of the voters of the Participating Jurisdictions, the Walla Walla North County Fire 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 RFA collects its own revenues and to provide representation to the newly formed RFA Governance Board until such time as the RFA commissioner positions are created.
	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.

**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 RFA Governing Board for approval.

**SECTION 4**

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.

**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**

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. The governing board shall initially include up to 9 voting members consisting of the current, seated members from D1, D3 and D7. Each seated District Commissioner shall be assigned to the following Five RFA Commissioner Positions.
		1. **RFA Positions 1 and 2 (Term 2025 -2031)** shall initially be filled by the D1, D3 and D7 commissioners whose terms expire in 2025.
		2. **RFA Position 3 and 4 (Term 2027 -2033)** shall initially be filled by the D1, D3 and D7 commissioners whose terms expire in 2027.
		3. **RFA Position 5 (Term 2029 – 2035)** shall initially be filled by the D1, D3 and D7 commissioners whose terms expire in 2029.
	3. In the event of a vacancy in any District Commissioner position prior to the reduction of the total number of RFA Commissioners to 5, the vacancy shall not be filled. If the vacancy reduces the total number of RFA Commissioners to less than 5, the vacancy in the RFA Commissioner position shall be filled in the manner specified in RCW 42.12.070.
	4. At the 2025 Election positions 1 and 2 shall be on the Ballot to elect a single commissioner to fill each position for the full six year term.
	5. At the 2027 Election, positions 3 and 4 shall be on the Ballot to elect a single commissioner to fill each position for the full six year term.
	6. At the 2029 Election, position 5 shall be on the Ballot to elect a single commissioner to fill the position for the full six year term.
	7. **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.
	8. **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 as authorized by RCW 52.26.090(1)(g).
	9. **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 and ORGANIZATIONAL STRUCTURE** section of the **Plan** may be amended by a majority vote of the RFA Governance Board.

**SECTION 6**

1. **INTERIM RFA FINANCES**
	1. The operation and administration of the RFA for the remainder of 2025 shall be funded by the funds budgeted for fire department services in the budgets of each Participating Jurisdiction of the RFA for the 2025 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 $1.20 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 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.
	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. **D1, D3 and D7 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, D1, D3 and D7 shall transfer to the RFA all funds held with Walla Walla County together with all future property tax and contractual payments received at the time of receipt.
4. **LIABILITIES.**
	1. District Debt. On the Effective Date, the RFA shall assume all outstanding liabilities of D1, D3 and D7.
	2. **Future District Expenses.** On the Effective Date ll future expenses incurred by the Districts shall be the responsibility of the RFA.

**RFA SECTION 6 PLAN REVISION DISPOSITION:**

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.

**SECTION 7**

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 D1, D3 and D7 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 Governance Board.
	2. **Personnel.** The existing personnel of D1, D3 and D7 shall transfer to the RFA to fulfill assigned duties as outlined in the organizational structure in **Appendix A.** All D1, D3 and D7 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 D1, D3 and D7 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 D1, D3 and D7 administrative staff. All current administrative and business functions, agreements, documents, operations, and policies and procedures from D1, D3 and D7 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 1, 3 and 7.

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**

**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 D1, D3 and D7.
	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 D1, D3 and D7 shall be transferred over on to RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage.

**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.

**APPENDIX A**

**Organizational Structure**

