

**INTERLOCAL AGREEMENT FOR ANNEXATION OF CITY OF ENUMCLAW TO  
KING COUNTY FIRE DISTRICT NO. 28**

THIS AGREEMENT is entered into by the City of Enumclaw ("City") and King County Fire Protection District No. 28 ("District"), for the purposes stated below.

**RECITALS**

- A The City and the District are both located in King County, Washington and have contiguous boundaries. The City provides fire and emergency medical services throughout its own boundaries and the boundaries of the District under the following agreement:
  - 1) Interlocal Agreement for Fire and Emergency Medical Services By and Between the City of Enumclaw and King County Fire Protection District No. 28 dated July 21, 2008.
- B The City and the District are authorized by Chapter 52.04 RCW to cause an election to be held in order for the voters of the City and the voters of the District to decide whether or not the City should be annexed to and become part of the District. The City and the District have had ongoing discussions concerning whether, and under what terms, they would agree to submit this issue to the voters. The City and District have now reached agreement on the said terms and conditions and desire to reduce their agreement to 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 - .131, the parties agree to pursue annexation of the City to the District according to the terms and conditions set forth in this Agreement and any amendments thereto, subject to approval of such annexation by the King County Boundary Review Board and the voters of the City and District. Prior to the execution of this Agreement, the City passed ordinance 2445 expressing its intent to annex to the District. The District passed resolution no. 003 expressing its intent to accept annexation request.
- B. Boundary Review Board Notices and Proceedings. The parties agree to join together in pursuing a notice of intent to be filed with the King County Boundary Review Board ("BRB") seeking annexation of the City to the District. The City and the District shall work cooperatively to ensure that all needed information is provided to the BRB in a timely manner. The parties agree that they will not request the BRB to review (invoke jurisdiction) the annexation. In the event that a request for review is filed by any person 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. Notification of County Council – Election. The City agrees to take all necessary steps to notify the King County Council of the District's acceptance of the annexation and to request that the Council call a special election<sup>1</sup> to be held in November 2010. If for whatever reason, the election

---

<sup>1</sup> Election: The question of annexation will be placed on the ballot for City and District voters. For the annexation to pass, the voters of both the City and District must by majority vote approve the election.

COPY

is not held due to reasons stemming from the BRB or election process, the parties agree to continue their efforts under this agreement and request the next available election date.

- D. Costs. The parties agree to pay their respective election costs.
- E. Cooperation as to Other Matters. The parties agree to cooperate as to any other matters necessary to effectuate the annexation of the City to the District.
- F. Effective Date of Annexation and Transfer: The effective date of annexation and transfer of responsibility, equipment, personnel, and apparatus shall be January 1, 2011.

## 2. Post Annexation Fire Service

- A. Generally. Effective Jan. 1, 2011, upon the annexation of the City to the District, the District shall be solely responsible for the provision of fire services, fire suppression, and emergency medical services within the incorporated boundaries of the City and the boundaries of the District. The District shall provide a uniform level of service throughout the District, including within the incorporated boundaries of the City, and shall in no event generally provide a lesser level of service within the City's boundaries than outside such boundaries. The parties understand and agree that nothing in this Agreement shall preclude the District from equipping and staffing fire stations in addition to the Headquarters Fire Station. Effective January 1, 2011, the City shall thereafter have no responsibility for providing such services, except as expressly provided in this Agreement.
  - B. Post Annexation Funding: Parties shall in 2011 continue to jointly fund fire operations per the current contract cited in section A.
  - C. Fire Prevention Services. For a period of two years commencing Jan. 1, 2011, the District agrees to provide fire prevention services within the boundaries of the City. Such services shall consist of the following: development plan review and approval, fire investigations, testing of sprinkler systems in new construction, inspecting and testing fire flows, occupancy inspections, code interpretation and enforcement, and testing of fire alarms and systems. During the two year period, the City and District shall work cooperatively to assess whether and at what level such services may be provided by the District after expiration of the two year period and at what cost to be paid by the City for the provision of said services. If the parties reach agreement on these issues, the parties will execute an interlocal agreement that will set forth terms and conditions. If the parties do not reach agreement, then the District shall have no obligation to provide such services within the City after expiration of the two year period. Nothing in this Agreement shall prevent the City from thereafter providing such services within the City either through its own employees or through another arrangement within the discretion of the City.
3. **Headquarters Fire Station.** Upon the effective date of annexation, the City hereby agrees to lease to the District the Headquarters Fire Station building for one hundred (\$100) dollars per year. The City conveys all furnishings, fixtures, and equipment contained within the building to the District. The District hereby accepts the building and its furnishing, fixtures and equipment in an "as is" condition. The City makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended. The District agrees to perpetually

maintain and operate said Fire Station, or a replacement fire station, located within the City limits, so as not to adversely affect fire insurance premiums or call response times for city residents.

4. **Apparatus and Equipment.** Upon the effective date, the City hereby conveys and transfers to the District the City's entire interest in any and all fire, medical, and other emergency apparatus, including, but not limited to, all ambulances, fire engines, fire vehicles, trailers, rescue equipment, and other fire-fighting and emergency equipment utilized by the City fire department. The City will also convey and transfer to the District any and all interest in any computers, telephones, radios, and other miscellaneous items utilized by the City fire department. The City will execute any documents to confirm transfer, but the intent of this paragraph is that title be conveyed immediately and automatically upon the transfer date. The City agrees to transfer and assign any and all interest it may have in any manufacturer's, contractor's, or vendor's warranties related to the items to be transferred or assigned. The conveyances required by this paragraph shall be without charge to the District, consideration for the same being this Agreement. The City hereby represents and warrants that it is the sole owner of the acquired assets and has good title thereto, free and clear of encumbrances, security interests, liens, charges, conditional sales contracts, or claims of any kind, known by any person. The District hereby accepts the items conveyed under this paragraph in an "as is" condition as of the transfer date of this agreement. The City make no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended.
5. **Maintenance and Operation of Fire Station, Apparatus and Equipment.** Upon transfer of the property to be conveyed by the City to the District under paragraphs 3 and 4 above, the District shall assume sole responsibility for the maintenance, operation and repair of the same and the City shall in no event be liable for any such maintenance, operation and repair.
6. **Start-up Services.** The City shall in 2011 provide all of the support services (e.g. payroll services, IT services, bank reconciliation, financial reports and other such support services) per the existing contract. The cost of said services shall be based on interservice fund charges set by the City's Finance Department. Further, the District agrees to procure support services for the years 2012 and 2013. The cost for said services is approximated to be \$100,000 dollars per year. In September 2011 and 2012, the City will provide the District with an exact scope and cost for start-up services.
7. **Dispatch Services.** Beginning upon the effective date of annexation, the District agrees to use for a period of no less than three (3) years, the City's dispatch system. During this period, the District shall continue to pay for its portion of the dispatch operation. This provision is contingent upon the city maintaining the same cost for these services as the charges assessed in the highest of the prior three years. The cost of the dispatch services may reasonably be increased by rate of inflation<sup>2</sup>. If in the future, the District elects to move to another provider such as Valley Com, the District shall provide the City with eighteen (18) months notice.
8. **District Commissioners.** The District agrees to put to the voters the proposition of expanding its board from three (3) to five (5) members at a 2011 special or general election. Should the proposition pass, the Commissioners will appoint two citizens prior to the first election of commissioners.

---

<sup>2</sup> As published by the U.S. Dept. of Labor, Bureau of Labor Statistics, Employee Cost Index.

9. **Transfer of Employees.** Upon the effective date, all employees of the City's Fire Department who desire to do so may transfer to and become employees of the District in accordance with applicable statutes:

A. **Unionized Employees.** Wages for employees represented by IAFF Local 3931 at the time of annexation shall be the same as those being paid by the City on the date of annexation. Other terms and conditions of employment by the District shall be in accordance with the District's Personnel Policies and Procedures. Upon the effective date of annexation, and to the fullest extent permitted by law, the City shall have no further rights or obligations with respect to the transferred employees except as may be necessary to defend against any claim by any said employee or employee's exclusive representative arising out of events occurring prior to transfer.

B. **Non-Represented Personnel.** Wages for nonrepresented employees shall be the same as those being paid by the City on the effective date. Other terms and conditions of employment by the District shall be in accordance with the District's Personnel Policies and Procedures. This provision is not intended to create an express or implied employment contract between the transferred employee and the District. Upon the effective date of annexation, and to the fullest extent permitted by law, the City shall have no further rights or obligations with respect to the transferred employees except as may be necessary to defend against any claim by any said employee arising out of events occurring prior to transfer.

C. **Effect of Transfer**

i) **Generally.** Upon transfer of the employees to the District, the District shall be solely responsible for all obligations of an employer with respect to such employees, including, but not limited to, salaries, wages and benefits. Upon transfer, the City shall have no further obligations with respect to such employees, except as to any salaries, wages, and benefits accrued but not yet paid, any COBRA obligations, and any obligations expressly provided for below.

ii) **Leave Balances.** Vacation and sick leave balances accrued by employees while in the service of the City's Fire Department and outstanding as of the date said employees are transferred to the District shall automatically transfer to the District with each transferred employee. Any vacation or sick leave utilized thereafter by any such transferred employee shall count against and reduce the employee's transferred vacation and sick leave balances. If any employee's employment relationship terminates after transfer of that employee to the District, the District shall cash out any unused vacation time and/or sick leave balance according to the terms that applied to the employee under the employee's employment relationship with the City as of the effective date of annexation. The City shall reimburse the District for (50%) of any such cash-out amount.

D. **City's 2010 Budgeted Amount.** In the event that the annexation election occurs in November 2010 and results in a vote in favor of the annexation, the City agrees that it will continue to make the amount provided in the City's 2010 budget available for the provision of fire services for the remainder of the calendar year. Further, it shall complete the capital projects, at an estimated cost of \$39,100, listed in the 2010 budget pertaining to the Headquarters Station soffit repair and replacement, bay exhaust extractor, and various other machinery and equipment.

10. **Claims Existing Prior to Annexation – Indemnity.** Anything contained in this Agreement notwithstanding, the City shall remain solely liable for all liabilities, claims, damages, demands or other expenses of any kind or nature, known or unknown, arising out of, in connection with or stemming from the City's operation of the Enumclaw Fire Department prior to annexation. The City is not transferring and the District is not assuming any of the foregoing liabilities, claims, demands, damages or other expenses.

11. **Liabilities – Indemnity.**

A. **By City.**

i) The City agrees to indemnify, hold harmless, and defend the District, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuring, sickness, death of persons, including employees of the City, or damage to property, occurring prior to the effective date of annexation and arising out of any negligent act, error, or omission of the City, its officers, agents, or employees, in providing fire and emergency medical services. The indemnity under this paragraph is intended to protect the District from claims by third parties stemming from events in connection with fire department operation occurring prior to annexation, and shall be limited thereto.,

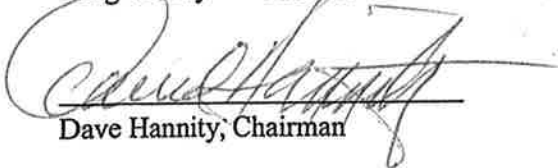
ii) The City agrees to indemnify, hold harmless and defend the District, its officers, agents, and employees, from and against any and all losses, liabilities or other expenses arising out of any claims, demands or any other losses resulting to the District prior to annexation: (a) by reason of or arising out of the duties or liabilities of the City not expressly assumed by the District under this Agreement; or (b) that arise out of or are incurred by the District by reason of the incorrectness or breach by the City of any of the agreements, representations or warranties contained in this Agreement.

B. **By District.** The District agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuring, sickness, death of persons, including employees of the District, or damage to property, occurring after to the effective date of annexation and arising out of any negligent act, error, or omission of the District, its officers, agents, or employees, in providing fire and emergency medical services. The indemnity under this paragraph is intended to protect the City from claims by third parties stemming from events in connection with fire department operation occurring after annexation, and shall be limited thereto.

C. **Obligations Contingent.** The obligations of the parties under this Agreement are expressly contingent upon receipt of a favorable vote on annexation at the November 2010 election. Except as otherwise expressly set forth in this Agreement, in the event that the annexation ballot proposition is not submitted to the voters in 2010, 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. In the event that the annexation proposition is submitted and fails, the City and the District will determine whether or when to resubmit the proposition to the voters, or seek some other funding mechanism. Until such times as alternative governance and/or funding mechanism is agreed upon, the parties shall continue to operate fire services under the terms of the existing contract or as amended.

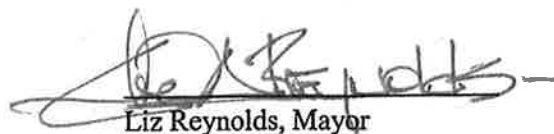
12. **Availability of Records.** The City agrees to cooperate with the District in making available public records in the City's possession and control regarding fire department operations.
13. **Costs.** Subject to paragraph 1(D), above, each party agrees to bear and pay its own expenses in connection with the negotiation and implementation of this Agreement, including, but not limited to, its attorney's fees and consultant fees.
14. **Existing Agreements.** Upon the effective date of Annexation and transfer of property set forth above, the Agreement referred to in Recital A above shall be automatically terminated and of no further effect.
15. **Notices.** Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:  
  
To the City: City Clerk, 1339 Griffin Ave, Enumclaw, WA 98022  
  
To the District: Fire Chief, Fire District No. 28, 1330 Wells St., Enumclaw, WA 98022
16. **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.
17. **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.
18. **Litigation.** 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 King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney fees, in addition to any other award.
19. **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 hereto.
20. **Effective Date.** This Agreement shall become effective upon approval and execution by both parties.

King County Fire District No. 28




Dave Hannity, Chairman

City of Enumclaw



Liz Reynolds, Mayor

  
Ryan Terhune, Commissioner

  
Mike Reynolds, City Attorney

  
Chris Ingham, Commissioner

  
Joseph Quinn, Fire District Attorney

Date:

8/24/2010

Date:

8-17-10