



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 29, 2011

Ordinance 17051

Proposed No. 2011-0126.2

Sponsors Hague

1 AN ORDINANCE authorizing the executive to enter into
2 an interlocal agreement with the city of Kirkland and King
3 County fire protection district No. 41 to allow the
4 annexation of the area known as Wild Glen to the city of
5 Kirkland; and declaring an emergency.

6 **SECTION 1. Findings:**

7 A. In 2009, the citizens of the city of Kirkland ("the city") voted to annex the
8 Juanita/Finn Hill/Kingsgate ("JFK") territory. The city subsequently adopted an
9 ordinance setting June 1, 2011, as the effective date of annexation.

10 B. The Wild Glen condominium complex area ("Wild Glen"), adjacent to the
11 JFK territory and described in Attachment A to this ordinance, was inadvertently left out
12 of the JFK annexation process by the city.

13 C. The JFK territory and Wild Glen are currently serviced by King County fire
14 protection district No. 41 ("the district").

15 D. It is necessary to declare an emergency so that all steps required under RCW
16 35A.14.480 can be followed to allow annexation of Wild Glen to the city immediately
17 after the JFK annexation to the city on June 1, 2011. If the annexation of Wild Glen were
18 not to occur immediately following the JFK annexation, Wild Glen would be the only

19 territory remaining in the district. Because none of the current district board members
20 live in the Wild Glen condominium complex, the district would be without a board of
21 commissioners. To avoid the governance vacuum that this would create, the annexation
22 of Wild Glen must occur immediately after the JFK annexation becomes effective.

23 E. RCW 35A.14.480 authorizes a city, district and county to enter into an
24 interlocal agreement to effect annexation to a city of unincorporated areas within a fire
25 district.

26 F. On October 26, 2010, the city gave notice to the district and county of its
27 interest in annexing Wild Glen in accordance with RCW 35A.14.480. The county and
28 district each agreed, by letters dated November 12, 2010, and December 2, 2010,
29 respectively, to engage in negotiations for the annexation of Wild Glen by interlocal
30 agreement.

31 G. The city, the district, and the county have concluded those negotiations,
32 resulting in an interlocal agreement, which is Attachment A to this ordinance.

33 H. The interlocal agreement provides that the JFK annexation will immediately
34 precede the Wild Glen annexation. Thus, Wild Glen will be adjacent to the city before its
35 annexation becomes effective. Wild Glen will not annex to the city unless the JFK
36 territory first annexes to the city.

37 I. The city of Kirkland has expressed the concern that because RCW 35A.14.480
38 requires that the annexation ordinance must be adopted by the city forty-five days before
39 the effective date of annexation, it cannot proceed on its Wild Glen annexation ordinance
40 until the King County executive and the city's representative execute the interlocal
41 agreement, establishing agreement to enumerated goals of the annexation. That

42 agreement is Attachment A to this ordinance. To satisfy the city's concerns and to ensure
43 that the interlocal agreement can be effective on April, 5, 2001, when the city intends to
44 adopt its Wild Glen annexation ordinance, this ordinance, authorizing the executive to
45 sign the interlocal, must be effective sooner than ten days after its enactment.. This will
46 allow for the annexation of Wild Glen by the city to become effective on June 1, 2011,
47 immediately after the annexation of the JFK territory.

48 SECTION 2. The King County executive is hereby authorized to enter into an
49 interlocal agreement, in substantially the same form as Attachment A to this ordinance,
50 with the city and the district to allow annexation of the area known as Wild Glen to the
51 city.

52 SECTION 3. The county council finds as a fact and declares that an emergency
53 exists and that this ordinance is necessary for the immediate preservation of public peace,

54 health or safety or for the support of county government and its existing public
55 institutions.
56

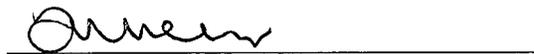
Ordinance 17051 was introduced on 3/14/2011 and passed by the Metropolitan King County Council on 3/28/2011, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments: A. Interlocal Agreement Between the City of Kirkland, King County Fire Protection District No. 41 and King County Regarding the Annexation of the Wild Glen Area (Revised 3/22/11)

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF KIRKLAND, KING COUNTY FIRE PROTECTION DISTRICT NO. 41,
AND KING COUNTY
REGARDING THE ANNEXATION OF THE WILD GLEN AREA**

This Interlocal Agreement (“Agreement”) is made and entered into this _____ day of _____, 2011, by and between the City of Kirkland (“City”), King County Fire Protection District No. 41 (“District”) and King County (“County”), collectively known as the Parties.

WHEREAS, because of conflicting information regarding the boundaries of the City’s potential annexation area, the Wild Glen condominium complex territory (“Wild Glen”) within the District and County, described in Section 2 below, was not scheduled to be annexed by the City at the time of the City’s annexation of the Juanita, Finn Hill and Kingsgate areas (“JFK annexation”); and

WHEREAS, the City, District and County believe Wild Glen, which is adjacent to the JFK annexation area and would be the sole remaining territory to be serviced by the District if this Wild Glen annexation did not occur, should therefore be annexed to the City; and

WHEREAS, RCW 35A.14.480 authorizes a city, fire district and county to enter into an interlocal agreement to effect annexation of unincorporated areas within a fire district to a city on the terms therein contained; and

WHEREAS, to initiate the process of negotiating such an interlocal agreement, the City was required to give notice to the District and the County of its interest in doing so, which occurred on October 26, 2010; and

WHEREAS, the County and District each agreed negotiations for the annexation of Wild Glen by interlocal agreement should begin by letters dated November 12, 2010 and December 2, 2010, respectively; and

WHEREAS, the Parties have concluded these negotiations and are ready to enter into this Agreement; and

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW,

NOW, THEREFORE, by their signatures below, the Parties hereby enter into this Agreement regarding the annexation of Wild Glen by the City.

1. Effective date for this annexation. The Parties agree the ordinance effecting this annexation, attached as Exhibit A and herein incorporated by reference, shall provide an effective date for the Wild Glen annexation on the same day as the

effective date for the JFK annexation but immediately thereafter, which is currently set for June 1, 2011 ("Effective Date").

2. Boundaries of the area proposed for annexation. The boundaries of the Wild Glen territory proposed for annexation, consistent with the boundaries as set forth in Exhibit A, are described as follows:

That portion of Section 19, Township 26 North, Range 5 East W.M. in King County, Washington described as follows:

Beginning at the northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 19;

Thence east along the north line of said Section 19 and the south limits of the City of Bothell as established by City of Bothell Ordinance Number 225 to the west margin of 100th Avenue NE;

Thence south along the west margin of 100th Avenue NE to the northerly margin of Simonds Road Northeast;

Thence northwesterly along the northerly margin of Simonds Road Northeast to the west line of said Northeast Quarter of the Northeast Quarter of Section 19 and the limits of the City of Bothell as established by City of Bothell Ordinance Number 960;

Thence north along said west line to the Point of Beginning.

3. Public hearing on the Annexation Ordinance. As required by RCW 35A.14.480(1)(c), the public hearing on the ordinance effecting the annexation of Wild Glen is hereby set to occur at the regular meeting of the Kirkland City Council on April 5, 2011.
4. Notice of Intention to be filed with the Boundary Review Board. After the Parties have all signed this Agreement, the City will file the Notice of Intent required by RCW 35A.14.480(1)(c) with the Boundary Review Board. However, as further provided therein, the jurisdiction of the Board may not be invoked for this annexation.
5. The goals of this Agreement are as follows:
 - a. For the District to transfer all of its revenues and assets to the City on dates as required by law or on the Effective Date for revenues or assets not addressed by law. The City will not transfer any of its assets or revenues to the District because, after this annexation and the JFK annexation, the District will no longer have any area where it is responsible for providing fire protection or emergency medical services and, therefore, will no longer need any assets or revenues. The City will be responsible for all District debt payments as of the Effective Date and intends to leave a proportionate share of the District's levy in place until the debt is retired.

- b. As required by RCW 35A.14.480(2)(a)(ii), there will be no negative impacts to service in Wild Glen at least through the budget cycle in which the annexation occurs. The City already provides fire protection and emergency medical services in Wild Glen pursuant to a contract between the City and District and the City will continue to provide service at the same level as there required.
- c. The City and District have discussed a division of assets and agree that all of the assets will be transferred to the City in accordance with Subsection 5(a) above. Further, that there will be no impact on fire and emergency medical services to citizens inside or outside Wild Glen because the City currently provides service in both areas and will continue to do so.
- d. Capitalizing on the existence of the Wild Glen Condominium Homeowner's Association, to which every resident of Wild Glen belongs, the City has been able to communicate with those affected by this annexation through this organization and has held informational public meetings regarding this annexation. The City will schedule an additional informational public meeting after this Agreement is approved.
- e. The City will fulfill the capital facilities obligations of the District within the District after the Effective Date in the same manner as they are fulfilled in the rest of the City outside Wild Glen. The County's capital facilities obligations within Wild Glen, if any, will remain unchanged.
- f. All of the City's current development regulations will apply and be enforced in Wild Glen on and after the Effective Date as provided in Ordinance 4196. The County and the District will have no development regulations applicable in Wild Glen after the Effective Date.
- g. On and after the Effective Date, the City will be responsible in Wild Glen for roads and traffic impact mitigation, surface and storm water management, coordination and timing of comprehensive plan and development regulation updates, outstanding bonds and special or improvement district assessments, annexation procedures, distribution of debt and revenue sharing for annexation proposals, code enforcement, inspection services, financial and administrative services, consultation with other service providers, including water sewer district all as addressed by the laws and policies and procedures of the City. The County and the District, having no further territory to serve, will have none of these obligations.
- h. To the extent applicable, the transition to services being provided to Wild Glen by the City instead of the County will be done in accordance with the

Interlocal Agreement between the City of Kirkland and King County Relating to the Annexation of the Juanita-Finn Hill-Kingsgate Annexation Area now being negotiated by the City and County. To the extent there is any conflict between this Agreement and the Interlocal Agreement between the City of Kirkland and King County Relating to the Annexation of the Juanita-Finn Hill-Kingsgate Annexation Area, the latter shall control.

6. Term. The term of this Agreement is in perpetuity from the date first written above.
7. Effect of this Agreement. Because the Parties have reached agreement on the enumerated goals addressed herein, pursuant to RCW 35A.14.480(3), this Agreement is not subject to referendum. Consequently, not sooner than forty-five days after passage of the annexation ordinance (Exhibit A), not including the day of passage, Wild Glen will become a part of the City on the date fixed in that ordinance, which is currently June 1, 2011.
8. Indemnification. Each of the Parties shall defend, indemnify and hold the other Parties, their officers, officials, employees and agents harmless from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from that other party's negligent acts or omissions in performing under this Agreement. No party will be required to defend, indemnify or hold the other party harmless if the claim, suit or action for injuries, death or damages is caused by the sole negligence of that party. Where such claims, suits or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each party agrees that its obligations under this subparagraph include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this reason, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
9. Compliance with laws. The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. However, to the extent allowed by law, the Parties agree the provisions of this Agreement shall supersede such provisions.
10. Assignment. The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Parties. However, the District and County agree their consent is not required if the City assigns the Agreement to any regional fire authority created by the City.
11. Notices. All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the City:
City of Kirkland

123 Fifth Avenue
Kirkland, WA 98033
Attn: Kurt Triplett

To the County:
King County
Office of Performance, Strategy
and Budget
401 Fifth Avenue, Suite 810
Seattle, WA 98104
Attn: Dwight Dively, Director

To the District:
King County Fire Protection
District No. 41
P.O Box 817
520 Kirkland Way, Suite 400
Kirkland, WA 98083-0817
Attn: Ken Davidson

or to such other respective addresses as the Parties hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the third business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

12. Miscellaneous.

- a. All of the terms in this Agreement shall extend to and bind the legal successors and assigns of the Parties.
- b. This Agreement is made and shall be construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- c. No separate legal entity is hereby created.
- d. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties and their successors and assigns to rely upon the terms herein contained nor to give any such third party a cause of action on account of any nonperformance hereunder.
- e. No joint oversight and administration board is created hereby.
- f. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the

matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless either party determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the Parties shall substitute a provision that most closely approximates that which was invalidated without being invalid itself.

- g. This Agreement constitutes the final and completely integrated agreement between the Parties on its subject matter.
- h. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by all Parties.
- i. Copies of this Agreement shall be filed with the King County Auditor's Office by the City.
- j. Each party has had the opportunity to consult with counsel in connection with this Agreement. Each of the provisions of this Agreement represents the combined work product of all Parties. Therefore, no presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.
- k. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument

13. RCW 39.34 Required Clauses.

- a. Purpose. See Sections 1, 5, and 7 above.
- b. Duration. See Section 6 above.
- c. Organization of separate entity and its powers. See Sections 12(c) and 12(e) above.
- d. Responsibilities of the Parties. See provisions above.
- e. Agreement to be filed. See Section 12(i) above.
- f. Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

g. Termination. This Agreement shall become effective following the approval of the Agreement by the official governing bodies of each of the Parties hereto and the signing of the Agreement by the duly authorized representative of each of the Parties hereto, and shall remain in effect unless terminated.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KIRKLAND

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 41**

By: _____
Kurt Triplett, City Manager

By: _____

Approved as to form:

Approved as to form:

City Attorney

District Counsel

KING COUNTY

By: _____

Approved as to form:

Jennifer Stacy
Senior Deputy Prosecuting Attorney